

THE
Third Part

OF THE
Young Clerks Guide :

Or, a further

COLLECTION

Of Choyse

English Presidents

For Indentures of Settlement,
of Exchange , of Bargain and
Sales, Letters of Attorney, Declara-
tions of Trust, Assignments, Condi-
tions, Presentations, and sundry
others of the newest form.

Compiled by Sir R. H.

And perused by a Judicious Practitioner,
very usefull and necessary for all.

LONDON , Printed by Thomas Ratcliffe and Thomas
Daniel for Ambrose Isted , and are to be sold at his
Shop at the Golden Anchor in Fleetstreet, over
against Saint Dunstons church. 1669.



THE TABLE.

Indentures.



- N Indenture for revoking a bargain and sale if so much money be paid, &c. fol. 1.
- An Indenture of covenants to declare the trusts in a former bargain and sale, the lands being to be sold for payment of debts. 4
- A Lease of a Parsonage impropriate for three lives upon surrender of a former Lease with extraordinary covenants, and a Letter of attorney to deliver possession, together with the execution indorsed. 8
- An Indenture to barre an estate tail. 33
- An Indenture upon marriage for settling lands to uses, and a declaration of a fine levied to those uses. 44.
- An Indenture of declaration of the uses of a fine and recovery, they being various, with extraordinary

The Table.

diutry Covenants.	48
A Lease of Ejectment to be void on payment of 1 s. with a note thereon.	50
An Indenture of Mortgage.	54
A Conveyance of a Mannor by a feoffment.	58
D. being seized of the Mannor of B. for life, with remainder to his first son, so to the tenth, sells the Mannor-house and half the land, which to secure, settles other lands by the deed follow- ing.	63
An Indenture of declaration of the use of a fine, wherein several parties joyned.	68
A Lease taken in trust.	76
Another Lease taken in trust.	78
An Indenture of covenants declaring a man's name used in trust in an assurance.	86
An Indenture of Covenants between Executors.	91
A Conveyance of land by three co-heirs and their husbands; well pen'd.	96
An Indenture of bargain and sale of lands, in consideration of the surrender of other lands,	102
A lease of lands with exception of woods.	106
A Lease of a Messuage and land for three lives to those that sold the same, it being agreed on before sale; well pen'd.	115
An Indenture, reciting a bargain and sale of the moiety, of a Mannor in trust for another, the same is hereby re-conveyed to the person trust- ing.	121
A Declaration of a fine and recovery to variety of uses; well pen'd.	125
An Indenture to settle land for natural affection,	137
An Indenture of settlement; well pen'd.	147
	A

The Table.

A Grant of Lands in fee, in consideration of money and further consideration of exchange of other lands.	165
A short bargain and sale to be inrolled.	173
An Indenture to stand seized to uses in consideration of marriage.	189
A grant of a moiety of an annuity during life.	195
A short Lease of a Messuage and land to be void on tender of a shilling.	213
A Lease of a Ferry.	220
An Indenture of lands in exchange.	222
A bargain and sale of lands mortgaged made from the mortgager, and mortgagee before forfeiture to a third person.	226
A Defeasance on a Recognizance.	227
A Lease of a site of a Shop and other conveniences, with a grant of goods and wares according to a Schedule annexed.	228

Covenants.

A Covenant to give security to perform Covenants.	36
A Confirmation of a former mortgage by the son of him that made it.	41
A Covenant to deliver evidences by such a time.	124

Conditions.

A Condition for sealing an acquittance or release of lands by a day.	70
A condition for curing a disease, or pay money back.	307
A 4	A

The Table.

A Condition not to sell lands had in marriage.	307
A Condition to assure a sum of money in lieu of a joynture.	308
A Condition to make a good assurance of lands.	309
A Condition that a Lessee shall not carry away the wainscot or cupboards, &c.	310
A Condition that one shall pay for such wares as were delivered to another.	310
A Condition to deliver writings by a day.	311
A Condition to save one harmless for delivery of writings.	311
A condition to save a surety harmless from a recognizance.	90
A condition of a Counter-bond.	137
A condition to save harmless, where one returns tenant with Covenant to grant a lease when the premises are settled in the obligee.	157
A Counter-condition to save harmless from a bond entred into for payment of money.	158
A Condition to save harmless an executor for payment of several legacies to Orphans, with a covenant to see the same disposed to the best advantage.	160
A Condition to pay rent reserved in a lease according to the Covenants.	161
A Condition from a Baylist and his sureties to a High-Sheriff.	206
A Condition to save harmless for payment of several legacies.	209
A Counter-condition to save harmless from a bond, well pen'd.	211

Indorsments.

The Table.

Indorments.

An Indorment of livery and seisin on the Indenture, by vertue of a letter of attorney, with a note thereon.	72
An Indorment of attornment of tenant.	86
Another Indorment of attornment of tenant.	89
Words to be used upon delivery of possession.	96

Letters of attorney.

A Letter of attorney to seal a Lease on the ground.	53
A letter of attorney to two to receive possession.	72
A letter of attorney irrevocable of a debt on a Bond with Covenant, not to Release.	312
A letter of attorney from two executors of a bond sued to a judgement to a Creditor of the Testators.	314
A letter of attorney of a mans estate in general, in consideration of several debts and engagements.	315
A letter of attorney of several sums of money due from one.	316
A letter of attorney to demand a rent according to a lease.	83
A Letter of attorney to re-enter on not payment of the rent.	85
A Letter of attorney to take possession according to the contents of a lease.	212

The Table.

Licences.

A Licence to let lands though prohibited by lease.	71
A Licence for a Buck and Doe yearly.	306
A bargain and sale upon condition made to feoffees in trust, with indorment of attornment, and also that possession was given.	237
An Indenture of bargain and sale absolute.	249
An Indenture of Covenants to the former Indenture whereupon a recovery passed.	252
A bargain and sale of under-wood.	265
A sale of Billets, Wood and Timber.	266
A Indenture of allotment of several manors and parcels of land between six co-heirs.	286
An Indenture to avoid the title of survivorship.	292
Another deed of covenants to avoid survivorship.	294
An Indenture of partition.	296
An Indenture where a Lease is granted to three Lessees, that every one is to pay his part of the rent, and equal part of charge for repairing, &c.	299

Provisoes.

A Proviso to be inserted in a deed, or power of revocation by way of Proviso.	7
--	---

Presenta-

The Table.

Presentations.

A Presentation of a Minister to a living.	7
A grant of the next presentation to a benefice.	320
A Presentation by one who had a grant thereof.	26
A Presentation of a Minister to a living, of the newest form.	26

Releases.

A Release of money that was left in the hands of a purchaser on payment thereof by Indenture.	4
A Release made to an Executor.	71
An acquaintance for money paid in part of purchase money.	88
A Release of interest in land.	89
A Release of a Proviso or Condition for Payment of money reserved on an Indenture of bargain and sale.	270
A Release where three have a joyntestare of inheritance.	272
A Release of an assignment made upon condition:	273
A Release of a Mannor.	275
A Release of rent reserved in a pair of articles.	277
A Release of a condition in an Indenture with the condition recired.	279
A Release of an annuity.	281
A Release of a condition and other covenants in a deed of mortgage, with a confirmation	on

The Table.

on from the Mortgager to the mortgagee.

	181
A Lease for a year.	17
A Release and confirmation of the president lands	14
A Release from an executor to two creditors of the testator, of all debts.	19
A Release with an exception of some bonds, &c.	19
A Release from two partners to two debtors.	20

Obligations.

A ^N Obligation and condition from a Bay-liff and his sureties to a High-Sheriff.	24
---	----

Deeds and Declarations of trust.

E R. having bought the Mannor of D. and copy-hold lands belonging to it, takes a surrender of the copy-hold lands in others names, who by deed after recital of what estate they had, make this acknowledgment.	74
A Declaration of trust, with a declaration of uses by the trustee.	81
A Disavowment of a suit.	90
A Warrant for keeping of courts.	91
A Declaration that a mans name is used in trust in a conveyance of land.	164
An award made between four Executors.	214
Another form of an award.	218
	A

The Table.

A bargain and sale of Swanne and Swan-marks.	264
A Deputation of a Bayliff or receiver.	303
The grant of a Steward-ship for keeping of the Courts.	304
A Grant of the Steward-ship of a Mannor during pleasure.	21
A Deed of Fcoffment with a Letter of Atturney, to give livery and seisin.	27
An Agreement of Creditors to take their debts by four several payments, and abate all interest.	28
A Declaration of one whose name is used in trust in an Obligation.	25

Assignments.

An assignment of a Lease in trust.	73
An assignment of several debts with a Letter of atturney to receive them.	318
An assignment of a Lease forfeited on a mortgage.	112
An assignment of several Leases of divers messu- ages and lands with several recitals and good covenants; well pen'd.	140
An assignment of a bond by way of colateral se- curity.	193

Bills.

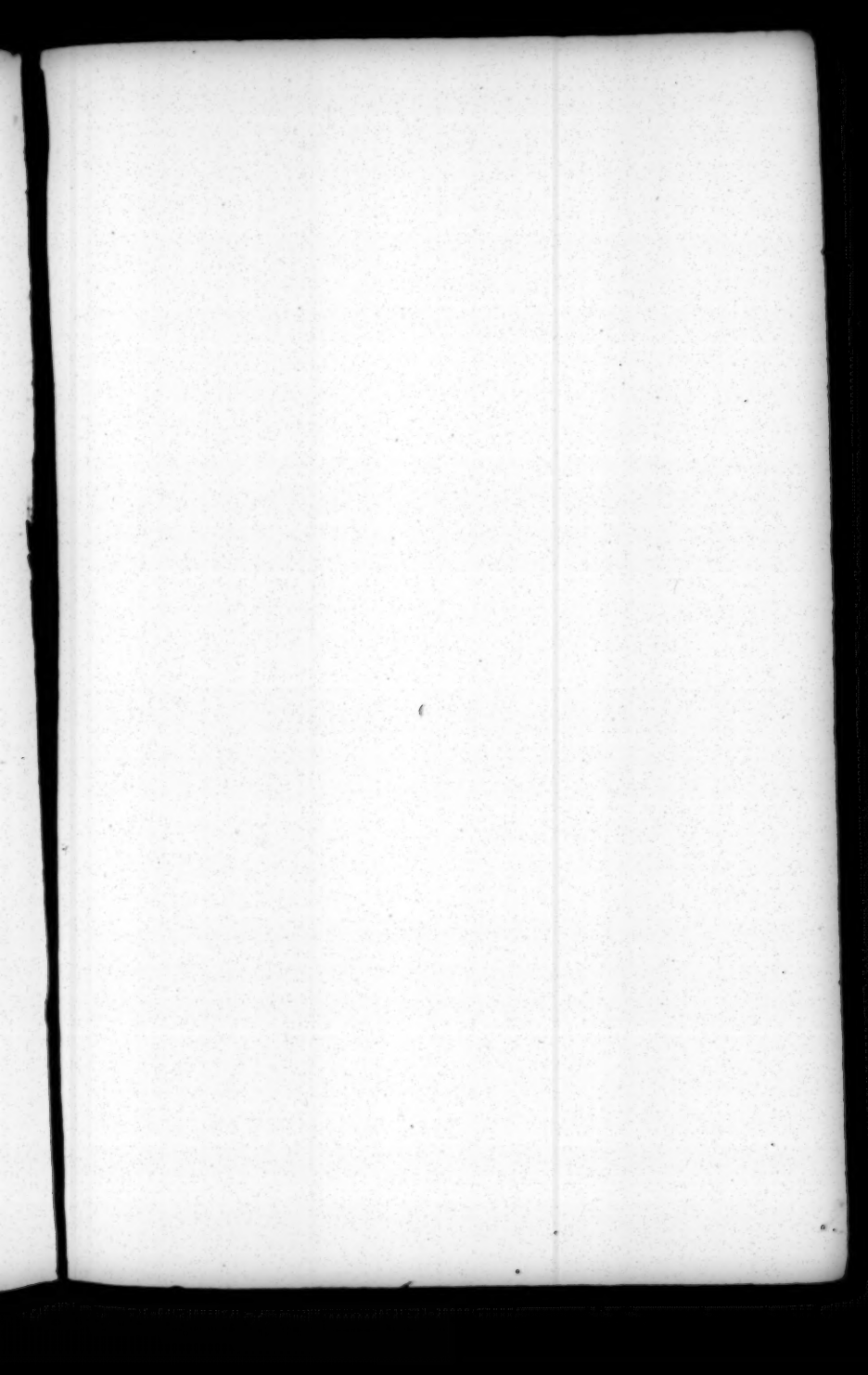
A Bill to pay money within some short time.	70
A short Bill of debt.	318
Articles.	

The Table.

Articles.

Articles for holding copy-hold lands from year to year.	199
Articles of agreement for surrendring copy-hold lands till the surrender can be had.	189
Articles of agreement concerning lands purchased, until the assurances can be made.	170
Articles of agreement for building.	174
Articles of agreement betwixt two purchasers for dividing the rent and avoiding survivorship.	179

An





*A Deed for the Revoking of a Bargain
and Sale, if so much money, be paid.*

THis Indenture made, &c. in the fifthteenth
year of the Reign of our Sovereign Lord
CHARLES the Second, by the Grace of
God, of *England, Scotland, France and Ireland,*
King, Defender of the Faith, &c. Anno Dom. 1667.
between Sir I. S. of. &c. of the one part, and I. C.
&c. of the other part; whereas the said I. C. by his
Deed indented under his hand and seal, bearing
date, &c. for the consideration therein menti-
oned, did alien, bargain, sell, release and con-
firm unto the said Sir I. S. and his heirs, All that the
Mannor and Lordship of G. in the County of, &c.
with all the rights, members and appurtenan-
ces thereunto belonging, together with all such
other things as in the said Deed are expressed and
contained, as thereby well and may more fully
appear: Now witnesseth, this present Inden-
ture, and the said Sir I. for himself, his Exe-
cutors, Administrators and Assigns, and for eve-
ry of them, doth Covenant, promise and grant
to and with the said I. C. his Heirs, Executors,
Administrators and Assigns, and every of them
by these presents, That if the said I. C. his Heirs,
Executors, &c. shall pay, &c. unto the said
Sir I. S. &c. the summe of, &c. that then
the said Deed of Bargain and Sale, shall be void,
frustrate, and of none effect or force in the Law,
to all intents and purposes. And that then also
the said Sir I. S. his Executors, &c. immediately

after the payment of the said sum of 2392 l. to the said Sir I. S. his, &c. at the day and place aforesaid, upon request to them or any of them made, shall and will re-deliver the said I. C. his Executors, Administrators or Assignes, the said Indenture of bargain and sale, and the counterpart of this Indenture, and one Recognizance in the nature of a Statute-staple, of the sum of 4000 l. wherein the said I. C. standeth bounden unto the said Sir I. S. and all such deeds, evidences and writing concerning the said manners and premisses, which the said Sir I. S. or any other to his use, or by his appointment, shall have, then had and received of and from the said I. C. or of any other whatsoever, safe, undefaced and uncanceled, and in as good plight as he or any other to his use, or by his appointment, shall have received the same, and that then also the said Sir I. S. his Heirs, &c. or some or one of them, shall and will upon reasonable request made, and at the proper costs and charges in the Law of the said I. C. his Heirs and Assigns, grant, release, and assign over the said Deed or Indenture of bargain and sale; and all his, their, and every of their rights, estates and interests therein unto the said I. C. his Heirs, Executors and Assigns, freed and discharged of and from all, and all manner of charges, incumbrances and demands whatsoever, had, made, committed, done, or willingly suffered by the said Sir I. S. his Heirs, Executors, &c. or any of them, in such manner and sort, as by the said I. C. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or advised and required, so as he nor they be not compelled to travell further than the places of their abode, for the effecting

And thereof : And further, it is the true intent and meaning of these presents, and the parties hereunto, and the true intent, meaning and agreement of the said former Indenture of bargain and sale, that it shall and may be lawfull to and for the said I. C. his Heirs, Executors, Administrators and Assigns, to have, hold and enjoy the said manners and premises, with their appurtenances, and to perceive, receive, and take the rents, issues, revenues and profits thereof, to his and their own use and behoof, from time to time, and at all times hereafter, until default be made of payment of the said sum of 2392 l. before mentioned, or of any part thereof, at the day and place before mentioned, limited and appointed for the payment thereof, and during such time, and until such default be made, he the said I. C. for him, his Heirs, Executors, Administrators and Assigns, doth covenant, grant and agree, to and with the said Sir I. S. his Heirs, Executors, Administrators and Assigns, that he the said I. C. his Heirs, Executors, Administrators, or Assigns, will not do, commit, or willingly suffer any manner of waste, spoil, or destruction of, and in the premises, or any part thereof, otherwise than for the necessary repairs, building, or re-edifying of any messuage, house or building upon any the messuages, houses, or edifices before specified : And the said I. C. &c. covenanteth, &c. that if he the said I. C. his Heirs, &c. do not well and truly pay unto the said Sir I. S. his Heirs, &c. the said sum of 2392 l. before mentioned, to be paid at the day and place of payment aforesaid, according to the true intent and meaning of these presents, that then he the said I. C. his Heirs and Assigns shall and will



*A Deed for the Revoking of a Bargain
and Sale, if so much money be paid.*

THis Indenture made, &c. in the fourthteenth
year of the Reign of our Sovereign Lord
CHARLES the Second, by the Grace of
God, of *England, Scotland, France and Ireland,*
King, Defender of the Faith, &c. Anno Dom. 1667.
between Sir **I. S.** of, &c. of the one part, and **I. C.**
&c. of the other part; whereas the said **I. C.** by his
Deed indented under his hand and seal, bearing
date, &c. for the consideration therein men-
tioned, did alien, bargain, sell, execute and con-
firm unto the said Sir **I. S.** and his heirs, All that the
Mannor and Lordship of **G.** in the County of, &c.
with all the rights, members and appurtenan-
ces thereunto belonging, together with all such
other things as in the said Deed are expressed and
contained, as thereby well and may more fully
appear: Now witnesseth, this present Inden-
ture, and the said Sir **I.** for himselfe, his Exe-
cutors, Administrators and Assigns, and for eve-
ry of them, doth Covenant, promise and grant
to and with the said **I. C.** his Heirs, Executors,
Administrators and Assigns, and every of them
by these presents, That if the said **I. C.** his Heirs,
Executors, &c. shall pay, &c. unto the said
Sir **I. S.** &c. the summe of, &c. that then
the said Deed of Bargain and Sale, shall be void,
frustrate, and of none effect or force in the Law,
to all intents and purposes. And that then also
the said Sir **I. S.** his Executors, &c. immediately

after the payment of the said sum of 2392 l. to the said Sir I. S. his, &c. at the day and place aforesaid, upon request to them or any of them made, shall and will re-deliver the said I. C. his Executors, Administrators or Assignes, the said Indenture of bargain and sale, and the counterpart of this Indenture, and one Recognizance in the nature of a Statute-staple, of the sum of 4000 l. wherein the said I. C. standeth bounden unto the said Sir I. S. and all such deeds, evidences and writing concerning the said manners and premisses, which the said Sir I. S. or any other to his use, or by his appointment, shall have, then had and received of and from the said I. C. or of any other whatsoever, safe, undefaced and uncanceled, and in as good plight as he or any other to his use, or by his appointment, shall have received the same, and that then also the said Sir I. S. his Heirs, &c. or some or one of them, shall and will upon reasonable request made, and at the proper costs and charges in the Law of the said I. C. his Heirs and Assigns, grant, release, and assign over the said Deed or Indenture of bargain and sale; and all his, their, and every of their rights, estates and interests therein, unto the said I. C. his Heirs, Executors and Assigns, freed and discharged of and from all, and all manner of charges, incumbrances and demands whatsoever, had, made, committed, done, or willingly suffered by the said Sir I. S. his Heirs, Executors, &c. or any of them, in such manner and form, as by the said I. C. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, so as he nor they be not compelled to travell further than the places of their abode, for the effecting

Eng thereof : And further, it is the true intent
 and meaning of these presents, and the parties
 hereunto, and the true intent, meaning and
 agreement of the said former Indenture of bar-
 gain and sale, that it shall and may be lawfull to
 and for the said I. C. his Heirs, Executors, Ad-
 ministrators and Assigns, to have, hold and en-
 joy the said manners and premises, with their
 appurtenances, and to perceive, receive, and
 take the rents, issues, revenues and profits there-
 of, to his and their own use and benefit, from time
 to time, and at all times hereafter, until default
 be made of payment of the said sum of 1392 l.
 before mentioned, or of any part thereof, at the
 day and place before mentioned, limited and
 appointed for the payment thereof, and during
 such time, and until such default be made,
 he the said I. C. for him, his Heirs, Execu-
 tors, Administrators and Assigns, doth cove-
 nant, grant and agree, to and with the said Sir
 I. S. his Heirs, Executors, Administrators and
 Assigns, that he the said I. C. his Heirs, Execu-
 tors, Administrators, or Assigns, will not do, com-
 mit, or willingly suffer any manner of waste, spoil,
 or destruction of, and in the premises, or any part
 thereof, otherwise than for the necessary repairs,
 building, or re-edifying of any messuage, house
 or building upon any the messuages, houses, or
 edifices before specified : And the said I. C. &c.
 covenanteth, &c. that if he the said I. C. his Heirs,
 &c. do not well and truly pay unto the said Sir I.
 S. his Heirs, &c. the said sum of 1392 l. before
 mentioned, to be paid at the day and place of
 payment aforesaid, according to the true intent
 and meaning of these presents, that then he the
 said I. C. his Heirs and Assigns shall and will

within twenty dayes next after default of payment of the said sum of two thousand three hundred ninety two pound before mentioned, to be paid, delivered, or cause to be delivered up unto the said Sir J. S. his heirs, and assignes, the full quiet and peaceable possessions of the said Manor or Lordship of S. and premises, with the appurtenances, to the use and behoof of the said Sir J. S. and of his Heirs and Assignes for ever.

A Deed of Covenants to declare the trusts in a former Bargain and Sale; the Lands being to be sold for payment of Debts.

THIS Indenture made, &c. Between, &c. whereas the said J. C. by his Indenture bearing date with these presents, made between him the said J. C. of the one part, and the said A. B. C. D. E. F. and G. H. of the other part; for the consideration therein mentioned, hath granted, bargained and sold unto the said A. B. C. D. E. F. and G. H. their heirs and assignes for ever, All that Capiral Messuage or Tenement, &c. as in the other book to the end of the *Habend*: As in and by the said Indenture of Bargain and Sale more at large appeareth. Now this Indenture witnesseth, and it is hereby agreed and declared by and between all the parties to these presents, that the said Grant, Bargain and Sale was and is made, and the said A. B. C. D. E. F. and G. H. and their heirs, are and shall stand trusted with the premises, to the intent and purpose, and upon trust and confidence that the said Land and premisses may
be

be sold to the best value that may be, and the money which shall be raised thereby, to be disposed of, for and towards the payment and satisfaction of such debts of the said L. C. as are mentioned in the schedules hereunto annexed, in such order as they are therein set down.

And lastly, It is agreed by and between all the parties to these presents, and by them declared to be their true intent and meaning, That if in case there be any over-plus remaining of the money which shall be raised by sale of the said Lands and premisses, after such time as the debts mentioned in the said schedule be payed and discharged, That then such over-plus shall be imployed and disposed of for and towards the satisfaction of such other debts as the said L. C. shall by any writing to be by him signed and sealed in the presence of two or more Witnesses, declare and appoint, and no otherwise.

A Release for money that was left in the hands of a purchaser on payment thereof.

THIS Indenture made, &c. Between R. L. of S. in the County of C. Gent. and J. C. of the Inner Temple L. Esq; of the one part; and T. G. Esq; of the City of L. of the other part. Whereas upon a purchase lately made by the said T. G. of and from the said R. L. J. C. and S. his Wife, daughter of the said R. L. of certain Lands in C. in the County of O. the sum of 628 l. part of the purchase-money payable by the said T. G. to the said R. L. was by agreement between them to remain in the hands of the said T. G. for such

such time, and upon such Conditions, and to such intents and purposes, as E. H. of and in the County of D. should set down and appoint, which summe of 628 l. was intended to remain as a security for the said I. G. against all incumbrances whereby the said Lands are or may be charged, and for saving him harmless from all damages whatsoever, which may, or might at any time hereafter happen to fall upon the said T. G. his Heirs or Assigns, or upon any of the said lands and premises, of any other the Lands of the said T. G. for or by reason of any the debts of the said I. C. and W. C. his deceased father, or either of them; and whereas the said T. G. at the time of the encaising of these presents, at the request of the said R. I. hath paid the said sum of 628 l. to the said I. C. and R. I. or one of them, or to such as were appointed by them, or one of them, to receive the same. Now that the said R. I. and I. C. have received the said sum of 628 l. of and from the said T. G. the receipt whereof they do hereby acknowledge, and that the same in the last payment, and in full satisfaction of and for all the Lands, Tenements and Hereditaments which the said I. C. had in the County of O. and which the said T. G. purchased, and thereof and of every part and parcel thereof, they do clearly and absolutely acquit and discharge the said T. G. his Heirs, Executors, and Administrators, for ever by these presents: And in consideration of the premises, the said R. I. and I. C. do for themselves jointly, and either of them for himself severally doth covenant, promise and grant to and with the said T. G. his Heirs, Executors and Assigns, that they the said R. I. and I. C. shall and will from time to time, and at all times hereaf-

hereafter save, defend and keep harmless the said T. G. his Heirs, Executors, and Assigns, and also all the said Lands and Premises in C. aforesaid, or elsewhere in the said County of O. so purchased by him the said T. G. and all others his Lands, Tenements, Goods and Chattels, of and from all loss and damage whatsoever, which shall happen, arise or befall for or in respect of any the debts of the said W. C. and I. C. or of either of them: In witness, &c.

A Proviso to be inserted in a Lease, or a power of Revocation reserved.

PROvided always, That if the said, &c. his Executors or Administrators, or any of them, shall at any time hereafter pay or tender unto the said W. W. his Executors, &c. or to any other person or persons whatsoever, to and for the use of the said W. W. his, &c. the sum of 12 l. of lawfull money of England, to the intent to make void this present Lease and Demise, and shall express and declare such his, her, or their intention, either by word, or writing, that then and from thenceforth this present Lease and Demise shall cease and be void: In witness, &c.

A Presentation of a Minister to a Living, according to the Form now used.

TO all Christian People to whom this present Writing shall come, we A. B. and C. D. the true and undoubted Parrons of the Vicaridge or Parish-Church of C. in the County of S. send greeting;

greetings; for as much as the said Vicarage or Parish Church is lately by the death of E. F. the late Incumbent, there become void, and in our full Synod of Presentation, we do therefore hereby constitute G. H. Clerk, M^r. of Arts, unto the Church of C. aforesaid, and to the Vicarage thereof, to have, hold and enjoy the same with all and every the rights, members and appurtenances thereunto belonging, according to the former and late Acts of Parliament in this behalf provided; doing and performing the duties of a Pastor belonging to the said Church: In witness whereof we have hereunto subscribed our names and set our seals this day of in the Year of our Lord God, One thousand six hundred and fifty two.

A Lease of a Parsonage impropriate for three lives, upon surrender of a former Lease with extraordinary Covenants, and a Letter of Attorney to deliver possession, together with the Execution therof endorsed.

THIS Indenture made the 5th. day of March, in the Year of our Lord God 1651. Between R. S. of the City of Oxford, Gent. of the one part, and W. P. of London Esq; of the other part; Witnesseth, that the said S. W. for divers good cause and considerations him hereunto moving, and especially in consideration of a Surrender made to the said W. C. of a Lease now in being for 3 lives, bearing date the 28. of March, in the Sixth year of the Reign of the late King Charles, made by I. S. rather

father of the said W. S. party to these presents, deceased, to Sir H. M. deceased, of the parsonage of Bray, and other things hereafter in these presents mentioned, hath demised, granted, and to farm-let, and set to the said W. P. the scite of the Parsonage of Bray in the County of B. and all the houses upon the said scite builded, arable Lands, Meadows, Leasows and Pastures, Demesnes as well in several as in Common to the said Parsonage belonging, and all the Rents of all the Tenants of the said W. S. as well Freeholders as Customary Tenants, and all the Tithings of Corn and Hay to the said Parsonage belonging, with all other the profits and commodities to the said Parsonage belonging or appertaining, except and to the said W. S. and his Heirs and Assigns, alwayes reserved all Wards, Marriages, Reliefs, Escheats, Fines, Heriots, Amerciaments, Woods and Underwoods, and the Advowson of the Parish Church of Bray, when and as oft as it shall be void. To have and to hold, the said scite of the Parsonage aforesaid, and all the said Houses, Lands, Meadows, Leasows, Pastures, Tithes, and other the premisses, with all and singular the commodities and profits thereunto belonging, with their appurtenances (except before excepted) to the said W. P. his Executors, Administrators and Assigns, for and during the lives of the said W. P. and M. P. his wife, and T. P. Son of the said W. P. and for and during the natural life of the longer liver of them, or any of them, yielding and paying therefore yearly, during the said Term, unto the said W. S. his Heirs and Assigns, Four pounds of good and lawfull money of England, at four Feasts or Terms of the year, That is to say, at the Feast of Saint Thomas the Apostle, the annunciation of

of the blessed Lady Saint Mary the Virgin, the
Nativity of Saint John the Baptist, and St. Michael
the Arch-angel, by even and equal portions, and
if it happen the said yearly rent of Four pounds,
or any part or parcel thereof, to be behinde and
unpaid, after any of the said Feasts above limited
for payment thereof, during the said Term, by
the space of one month, that then it shall be lawfull
to and for the said W. S. his Heirs and Assigns in-
to the said scite, and all other the premisses to en-
ter and distrain, and the distresses there taken to
lead, drive and carry away, and to detain in the same
till the said Rent, and the Arreages thereof (if
any shall be) they shall be fully satisfied and con-
rented; and if the same Rent, or any part or parcel
thereof, be behinde and unpaid after any of the
Feasts above limited, for payment thereof, by
the space of one quarter of a year, or if it happen
the said W. P. or any of his Assignes, to make any
waste in the said scite or other of the premisses, or
any part thereof, except the same be re-edified
and builded within one whole year next after
notice and warning thereof to them given, that
then it shall be lawfull to and for the said W. S.
his Heirs and Assignes into the said Scite, Lands,
Meadows, Leasows, Pastures, Rents, Tythings,
and all and singular other the premisses, to re-en-
ter, and the same to have again, possess and en-
joy, as in his or their former estate, and the said W.
P. his Executors and Assignes thereof, and from
thence utterly to expell and amove, this Inden-
ture, or any thing herein contained to the con-
trary notwithstanding. And the said W. P. for
himself, his Executors, Administrators and As-
signes, doth Covenant and grant, to and with
the said W. S. his Heirs and Assignes, that he the
said

said W. P. his Executors, Administrators and Assignes, shall finde to the said W. S. and his Heirs, and his and their Deputies and Officers, coming to the said Scite or Parsonage, as well for the Courts and Law-dayes there to be kept, as for the survey of the Premisses, meat, drink, house-room and beds convenient and necessary for their degrees; and for their horses, hay, litter, and provender sufficient, at the costs of the said W. P. his Executors and Assignes, from time to time during the said term: And that the said W. P. and his Assignes, during the said term, shall yearly finde to the Suitors of the Court of *Bray*, such Dinners or Repasts as I. P. and other Farmers there have used to do, taking of the said W. S. 10 s. yearly during the said term, and that the said W. P. and his Assignes, all the Dung upon the said Scite and other the Premisses, gathered and hereafter during the said term to be gathered upon the Lands and Demeasnes of the said Parsonage, and in none other place, shall lay or spread during the said term, and also shall leave all the Meadows of the said Parsonage unmowed, with their grass and vesture full growing as in the beginning of the said term they shall be left to him; and that the said W. P. and his Assignes, the great Barn of the said Parsonage, and all the Houses upon the said Scite builded, and all the Hedges, Wallis, Ditches, Inclosures, and other the Premisses during the said term, shall sufficiently repair, maintain, scour and keep at their onely costs and expences, and so in the end of the said term, shall leave them (the said W. P. and his Assignes, taking sufficient great Timber for the same in Grounds of the said W. S. at *Bray* aforesaid, and the said W. P. Covenanteth and Granteth by these

these presents, for him, his Executors and Assigns, that he or one of his Assigns, shall be continually dwelling upon the said Scite with all their household, or else shall appoint a convenient Tenant or Under-tenant, to dwell and abide thereupon by themselves and all their household, during the said term : And the said W. S. hath constituted, ordained and appointed, and by these presents, doth constitute, ordain and appoint H. W. to be his true and lawful Attorney, for him, and in his name and stead, to enter into the said Scite, Parsonage, and other the premises, or into some part thereof, in the name of the whole, and possession of the same to take, and after to deliver seisin of all the said premises, or of some part thereof in the name of the whole, unto the said W. P. or to his Attorney, lawfully authorized to receive the same, To have and to hold, to him the said W. P. his Executors, Administrators and Assigns, for and during the lives of the above named W. P. M. P. and T. P. and the life of the longer liver of them, according to the purport, effect and true meaning of this Indenture. In witness whereof the said parties to these presents, their hands and seals interchangeably have set, the day and year first above written.

*The Execution of the Letter of Attorney
for possession, endorsed on the back of
the Lease aforesaid.*

MEmorandum, That the day of in
the Year of our Lord God, &c. the within
named H. W. according to the power and authority
to him given by the within named W. S. did
enter

enter into the Parsonage House of Bray, in the County of B. in the name of the whole Rectory and premises within mentioned to be demised, and did deliver possession and seisin thereof unto the within named W. To have and to hold, according to the purport and effect of the Deed within written, in the presence of, &c.

A Grant of an Annuity for three Lives, with the inheritance of the Land assured for the same by Recovery and Fine. Well penned.

THIS Indenture made, &c. Between the Right Honorable H. Earl of H. and the Right Honorable K. Countess of H. now his Wife, on the one part; and I. S. and A. his Wife, on the other part; Witnesseth, That the said E. for and in consideration of the sum of 3000 l. of good, &c. hath given and granted, and by these presents doth give and grant for him, his heirs, executors, and administrators, one Annuity of 500 l. of lawfull, &c. by the said Earle, his heirs, executors, administrators or assignes from henceforth yearly to be paid to the said I. S. and A. and their assignes, and to the survivor of them, and the assignes of the survivor of them by and during all the term of the natural lives of the said I. and A. and the natural life of the longer liver of them at the Northgate of the new building situate within the City of L. commonly called the Royal Exchange, &c. at two equal payments in every year in manner and form following, that is to say, on the 20th. day of November between the hours of, &c. in the afternoon of the same day 250 l. and on the 20th.

or

of May between (like hours) in the afternoon of the same day 250 l. the first payment thereof to begin and to be made on the said 20th. day of November next coming, and so from thenceforth to have continuance, and yearly to be paid to the said I. and A. and to the longer liver of them and their assigns, and to the assigns of the longer liver of them, every year upon the said dayes, and within the said times, and at the said place, during the natural lives of the said I. and A. and the natural life of the longest liver of them.

And for the said consideration, and for a good and certain surety and assurance to be had and made to the said I. S. and A. *Covenant for perfect assurance to be made for the annuity.* his Wife of and for the said annuity and yearly payment of 500 l. to them, and the survivor of them, and to their assigns, and the assigns of the survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents: The said Earl for himself, his heirs, executors and administrators, and every of them, and for the said Countesse his Wife, doth covenant, grant, and agree to and with the said I.

and A. their executors, administrators and assigns, and every of them by these presents, That he the said Earl and the said Countesse his Wife before the last day of Nov. now next coming, shall and will permit and suffer the said I. and A. at the cost and charges in the law of the said I. lawfully to recover against the said

The said Earle and Countess will permit, &c. to recover, &c. by writ of, &c.

Nov. now next coming, shall and will permit and suffer the said I. and A. at the cost and charges in the law of the said I. lawfully to recover against the said

said Earl and Countess by Writ of Entry *sur disseisin* with Voucher or Vouchers, after the order and course of Common Recoveries, of all that the Mannor of A. with the appurtenances in the County of S. &c. and all and singular Messuages, Lands, Tenements, Rents, Reversions, Rights, Patronages of Churches, Franchises, Liberties, Jurisdctions, Priviledges and Hereditaments whatsoever, esteemed, reputed, used, demised, or taken as part, parcel or member of the said Mannor of A. and all and singular Mannors, Messuages, Lands, Tenements, Reversions, Services, and Hereditaments whatsoever, which the said Earl and Countess have, or either of them hath, or at any time had in, or within the said, &c.

And also the said Earl and Countess shall likewise permit and suffer the said I. and A. lawfully to recover against the said E. and C. by another Writ of Entry *sur disseisin* with Voucher or Vouchers after *and likewise to recover*, &c. of all that *cover*, &c. by the Mannor, &c. And that *another Writ of Entry* all the said Recoveries shall *try*.
be in due Form of Law
lawfully Executed.

And moreover, that as well the said E. and C. now his Wife, at the costs and charges of the said I. W. in the Law on or before the last day of November now next coming as aforesaid, shall and will by fine in due form of law, to be levied with proclamations, according to the statute in that behalf provided, convey and assure unto the said I. and A. and to their Heirs, or to the Heirs of one of them, all the said Mannors, and all the premisses, with all and singular their appurtenances, with
warranty

warranty of the said E. and the said C. his Wife, and of the heirs of the said E. of all the premises to the said I. S. and A. his Wife, and to the Heirs of the said I. against all men, as also, that after the said Fine had recovered and executed, Sir G. H. Kt. brother of the said E. on this side (such a day) at the costs and charges in the Law onely of the said I. and A. or of their Assignes, shall and will by Fine with Proclamations according to the Statute in due form of Law, by him the said Sir G. to be levied, grant and release unto the said E. and his Heirs, all and singular the premises with warranty of the same to the said E. and his Heirs against him the said Sir G. and his Heirs, according to the usual manner of Fines.

And it is condescended, concluded and agreed between the said parties, that
That the fine and recoveries shall be to the use of, &c. as well the said Fine of the said E. and C. and the said Recovery and Recoveries, so to be had and executed, as is aforesaid, as also the said Fine of the said G. H. and all other Fine and Fines, Recovery and Recoveries, Assurance and Assurances whatsoever, specified or mentioned in these presents, shall be to the uses, intents and purposes hereafter expressed in these Indentures, and to none other use or uses, intent or purpose, that is to say, to the use and behoof of the said E. and his heirs, untill default of payment shall be made of the said Annuity granted by these presents, or of some part thereof contrary to the form, tenor and effect of these presents, and after default of payment of the said Annuity, or any part thereof, contrary to the form, tenor and effect of these presents, then to the onely use and behoof of the said I. and A;
 and

and for and during the terme of their natural lives, and the life of the longer liver of them, their Assignee and assignees; And the Assignee of the survivor of them. In witness whereof, the said parties to these presents, their hands and seals interchangeably have set the day and year first above-written.

A Lease for a year.

THIS Indenture made the, &c. day of, &c. in the year of our Lord God, according to the accempt used in *England*, 16 y 8. between W. S. the elder of, &c. in the County of, &c. Esq; and Doctor in Divinity, of the one part, and S. M. and C. D. of, &c. in the County of, &c. Gent. of the other part, Witnesseth, That the said S. W. for, and in consideration of the summe of five shillings of lawful money of *England* to him in hand paid by the said S. M. and C. D. whereof he doth hereby acknowledge the receipt, hath bargained and sold, and doth by these presents bargain and sell unto the said S. M. and C. D. their Executors, Administrators and Assigns, all the Lands, Tenements and Hereditaments, with their and every of their appurtenances, commonly called or known by the names of, &c. (containing by estimation six hundred and thirty acres, be the same more or lesse, situate, lying and being in the Towns, Parishes, Villages and Hamlets of G. and S. in the said County of, &c. or one of them; together with all other lands, tenements and hereditaments, heretofore of Sir S. W. deceased, and now or late of the said S. W. that are situate, lying and being in the Towns, Villages and Hamlets of M.

C

and

and T. aforesaid, or either of them) and also the reversion and reversions , remainder and remainders thereof , to have and to hold the said lands , tenements, hereditaments and premisses, with the appurtenances, unto the said S. M. and C. D. their executors , administrators and assigns, from the day next before the date hereof, unto the end and term, and for and during the term of one year from thence next ensuing, to the intent, that by vertue thereof, and of the Statute for transferring uses into possession , the said S. M. and C. D. may be in the actual possession of the said lands, tenements and premisses, and be enabled to take and accept of a grant and release of the same premisses to them, their heirs and assigns for ever. In witness, &c.

A Release and confirmation of the precedent lands.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the account used in *England*, 1 6 5 8. Between W. S. of, &c. in the County of, &c. Esquire and Doctor in Divinity of the one part , and S. M. and C. D. of, &c. in the County of, &c. Gent. of the other part. Whereas the said W. S. by Indenture bearing date the , &c. day of this instant moneth of , &c. for the consideration therein expressed , did bargain and sell unto the said S. M. and C. D. all those lands, tenements and hereditaments, with their and every of their appurtenances , commonly called or known by the name of, &c. (containing by estimation six hundred and thirty acres, be the same more or lesse, situate , lying and being in the Towns, Villages, and

and Hamlets of T. and M. in the said County of, &c. or one of them, together with all other lands, tenements and hereditaments heretofore of Sir S. W. deceased, and now or late of the said S. W. that are situate, lying and being in the Towns, Villages and Hamlets of G. and S. aforesaid, or either of them) and also the reversion and reversions, remainder and remainders of the said lands, tenements and premises, and every part thereof: To have and to hold the said lands, tenements and premises, with the appurtenances, unto the said S. M. and C. D. their executors, administrators and assigns, from the day next before the date of the said recited Indenture, unto the end and term of one year from thence next following; To the intent, that by vertue thereof, and of the statute for transferring uses into possession, the said S. M. and C. D. might be in the actual possession of the said lands, tenements and premises, and be enabled to accept of, and take a grant and release of the reversion and inheritance thereof to them and their heirs, to the use of them, their heirs and assigns for ever, as by the said recited Indenture more at large appeareth. Now this Indenture witnesseth, that the said S. W. as well for and in consideration of the sum of, &c. of lawfull money of *England* paid, and secured to be paid by the said S. M. and C. D. to several persons, by the direction and appointment of the said S. W. and for some of his debts, wherewith the said lands and premises stood charged and lyable; That is to say, three thousand pounds, part thereof to F. R. Esquire, and C. I. Citizen and Mercer of *London*, in satisfaction and discharge of the money due to them, by and upon a grant and conveyance thereof

heretofore made of the said lands and premisses by the said W. S. and R. I. Esq; to the said F. R. and C. I. and their heirs, and, &c. residue of the said summe of, &c. to Sir C. C. and Sir P. E. in satisfaction and discharge of their right and estate which they had, of, and in the premisses by a grant and conveyance of the said S. W. before this time made to them and their heirs. As also in consideration of a competent summe of money by the said S. M. and C. D. to the said S. W. in hand paid, whereof he doth hereby acknowledge the receipt, hath granted, remised, released and confirmed, and doth by these presents grant, remise, release and confirm unto the said S. M. and C. D. in their actual possession now being (by vertue of the said recited Indenture of bargain and sale made to them of a year, and of the said statute) and to their heirs and assignes, the aforesaid lands, tenements, hereditaments and premisses, with the appurtenances; and all the estate, right, title, interest, claim and demand whatsoever of the said S. W. of, in, and to the same and every part thereof; and the reversion and reversions, remainder and remainders thereof, and of every part thereof; To have and to hold the said lands, tenements, hereditaments and premisses, with the appurtenances unto the said S. M. and C. D. their heirs and assignes for ever, to the onely use and behoof of the said S. M. and C. D. their heirs and assignes for ever. And the said S. W. for himself, his heirs, executors, administrators and assignes, doth covenant and grant, to and with the said S. M. and C. D. their heirs and assignes by these presents in manner and form following; that is to say, that the said S. M. and C. D. their heirs and assignes, shall

shall and may from time to time, and at all times for ever hereafter peaceably and quietly have, hold and enjoy the aforesaid lands, tenements and premisses, with the appurtenances before herein mentioned to be granted; without any let, trouble, molestation or interruption of the said S. W. or of his heirs, or of any other person or persons whatsoever, having or lawfully claiming to have any estate, right, title, interest, term, claim or demand, of, in, and to the same, and every or any part thereof, and that freed, acquitted and discharged, or well and sufficiently saved and kept harmless by the said S. W. his heirs, executors, administrators and assigns, of, and from all former and other grants, bargains, sales, scoffments, mortgages, joynitures, dowers, leases, estates, Statutes-Merchant, and of the staple recognizances, judgments, executions, post-fines, issues, amerciaments, rent-charge and seck, all arrerages of rents, and of, and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed, suffered or done by the said S. W. or by any other person or persons whatsoever (except one conditional grant of the premisses heretofore made by the said W. S. and B. I. Esq; to F. R. Esq; and C. I. Citizen and Grocer of London, their heirs and assigns, by way of Mortgage for security of payment of a summe of money therein mentioned. And also that the said S. W. Sir C. C. and Dame E. his wife, and S. W. Esq; and C. his wife, the said C. and E. being sisters and co-heirs of S. C. Esq; deceased, their heirs and assigns, and all and every other person and persons, having or lawfully claiming to have any estate, right, title, interest, claim or demand, of, in, or to the said

C 3

Lands,

Lands, Tenements and Premises hereby granted, or any part thereof, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the Costs and Charges in the Law of the said S. M. and C. D. their Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, and cause and suffer to be made, done, acknowledged, levied, suffered and executed all and every such other and further acts, things, devices and assurances in the Law whatsoever of the said Lands, Tenements and Premises before herein mentioned to be granted, with the appurtenances, unto the said S. M. and C. D. their Heirs and Assigns, be it by fine, scottment, deed or deeds, enrolled or not enrolled, recovery with voucher or vouchers over release and confirmation, or by all or any of them, or by any other reasonable assurance in the law, as by the Council learned in the Law of the said S. M. and C. D. their heirs or assigns, shall be reasonably devised or advised and required, the which said further assurance and assurances so to be had and made, shall be and shall endure, to the only use and behoof of the said S. M. and C. D. their heirs and assigns for ever, and to no other use or uses, intents or purposes whatsoever. In witness whereof, the said parties to these presents, their hands and seals interchangeably have set the day and year first above-written.

Note, that this Conveyance of Lease and Release is much in use, and works without the formal act of livery and seisin.

Note also, that if you leave out the Recital in the Release, and put in the word *Enscosse* in the Grant, then the Release works alone without the Lease with livery.

*A Release from an Executor to two Creditors
of the Testator of all debts.*

BE it known unto all men by these presents, That I C. E. Citizen and Mercer of, &c. executor of the last Will and Testament of E. G. late Citizen and Haberdasher of, &c. deceased, have remised and released, and by these presents, for me, my heirs, executors and administrators, do remise, release, and for ever quit-claim unto C. R. of, &c. in the Province of, &c. in the parts beyond the Seas, Haberdasher, and C. I. of, &c. Gent. and unto either of them, all and all manner of actions, suits, debts, debates, accompts, reckonings, bills, bonds, writings obligatory, covenants, judgments, extents, executions, claims, duties, and all other demands whatsoever, which of or against the said C. R. and C. I. or either of them, their or either of their heirs, executors or administrators, or any of them, ever I have had, now have, or hereafter shall or may have by force and vertue of the execution of the last Will and Testament aforesaid, or by reason, force, colour or means of any other act, matter, cause, deed or thing whatsoever it be, from the beginning of the world until the day of the date of these presents. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

A Release with an exception of some Bonds, &c.

KNow all men by these presents, That I W. H. Citizen and Marchantaylor of, &c. have remised, released and discharged, and by these presents

Presents do for me, my executors and administrators, remise, release and discharge unto R. C. of, &c. Barber-chyrurgion, all and all manner of debts, sums of money and demands, bills and bonds whatsoever, between me the said W. H. and the said R. C. for any matter or thing whatsoever before the day of the date hereof, excepting two bills, bearing date the, &c. day of, &c. the one for payment of five pounds on the, &c. day of, &c. next coming; and the other for payments of five pounds on the, &c. day of, &c. now next coming. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

A Release from two Partners to two Debtors.

KNow all men by these presents, That we P. E. and L. T. Citizens and Merchant-Tailors of, &c. have remised, released and quit-claimed, and by these presents for us, our heirs, executors and administrators, joyntly and severally do remise, release and quit-claim unto C. R. of, &c. in the Province of, &c. in the parts beyond the Seas, Haberdashers and unto C. H. brother of the said R. and to either of them, all and all manner of actions, suites, debts, bills, bonds, reckonings, accounts, and all other matters, causes, things and demands whatsoever between us the said P. E. and L. T. or either of us, and the said C. R. and C. H. or either of them, for any matter or thing whatsoever at any time or times, before the day of the date of these presents. In witness whereof we have hereunto set our hands and seals the, &c. day

Part 3.

(25)

day of, &c. in the year of our Lord God, &c.

*Sealed and delivered in
the presence of*

*A Grant of the Stewardship of a Mannor during
pleasure.*

TO all Christian people to whom this present writing shall come, I P. I. of the *Middle-Temple*, London, Esq; send greeting in our Lord God everlasting. Know ye, that I the said P. I. have given and granted, and by this my present Writing, do give and grant unto B. I. of, &c. in the County of, &c. Gent. the Office of Steward and Stewardship of all that the Mannor of, &c. and of the hundred of, &c. in the County of, &c. and also the custody and keeping of Courts, Leets and other Courts of, and within the said Mannor and hundred, together also with all fees and profits thereunto belonging, to have, hold and enjoy the same to him the said B. I. by himselfe or his sufficient deputy, for and during my will and pleasure. In witness whereof I the said P. I. have hereunto set my hand and seal, dated the, &c. day of, &c.

*Sealed and delivered in
the presence of*

An Agreement of Creditors to take their Debts by several payments, and abate all interest.

WE the Creditors of C. H. whose names are hereunder subscribed, are all content, and do

do every one of us severally and respectively for himselfe agree and promise to take and accept of such principal debts as are due unto us from the said C. H. at such four dayes of payment as is hereafter mentioned (the said payments to be made by even and equal portions) That is to say, one fourth part of our said severall debts on or before the, &c. day of, &c. next coming; one other fourth part thereof on the, &c. day of, &c. now next also ensuing; one other fourth part thereof on the, &c. day of, &c. which shall be in the year of our Lord God, &c. and the residue of our said severall debts being the last and fourth part on the, &c. day of, &c. which shall be in the year of our Lord God, &c. in full payment and satisfaction of our said debts : and upon the said C. H. making the first payment, and giving us respectively his bonds or bills for the three last payments, according to this agreement, we will deliver up our old securities, and discharge him thereof. Witness our hands the, &c. day of, &c.

A Lease of a side of a Shop and other conveniences, with a grant of goods and wares, according to a schedule annexed.

THIS Indenture made the, &c. day of, &c. Between E. H. Citizen and Stationer of, &c. on the one part, and H. T. of the same City Stationer on the other part, Witnesseth, that the said E. H. for and in consideration of the yearly rent hereafter in and by these presents reserved to be paid, hath demised, granted, and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said H. T. all that part
of

of the Shop now in the occupation of the said E. H. being the West-side of the same Shop, and also the ware-house at the end of the same Shop, which said ware-house abutterth upon the South-end of that part of the said Shop which now is in the occupation of A. R. as the same demised part of the said Shop, and also the said demised ware-house now are in the occupation of him the said E. H. and parcel of his dwelling house, called or known by the name or sign of the, &c. in, &c. situate in the Parish of, &c. And the said E. H. for the consideration aforesaid, doth further grant unto the said H. T. free liberty and passage from and out of the said Shop into the yard belonging to the said Messuage, in, by, and through the entry there at all seasonable and convenient times to draw and use water at the Cistern standing in the said yard, and for any other conveniency, and also room in the Celler belonging to the said Messuage, to set Ink in pots or tubs there, and to carry and fetch away the same, as occasion shall be from time to time, doing as little harm thereby as may be; To have and to hold the said West-side of the said Shop, and also the said Ware-house with free use of room, liberty and passage, as aforesaid, unto the said H. T. his Executors, Administrators and Assigns, from the day of the date of these presents, unto the full end and terme of seven years from thence next ensuing and fully to be compleat and ended, yielding and paying therefore yearly during the said term unto the said E. H. his Executors, Administrators and Assigns, the summe of twenty pounds of lawfull money of England at the Feasts of, &c. by even and equal portions; and if it shall happen the said yearly rent of twenty pound;

pounds to be behinde or unpaid in part or in all, by the space of fourteen dayes next after either of the said Feasts, at which the same ought to be paid as aforesaid (being lawfully demanded,) That then and from thenceforth, it shall and may be lawfull to and for the said E. H. his Executors, Administrators and Assignes, into the said demised premises to re-enter, and the same to have again, re-possess and re-enjoy, as in his former estate, any thing therein contained to the contrary notwithstanding: And the said E. H. doth hereby covenant and grant to and with the said H. T. That he the said E. or any other by his leave, suffrance or title, shall not, neither will, during the said term, sell or cause, or procure to be sold or vended in the said East-side, or part of the said Shop now in the said A. R. his occupation, any wares or commodities whatsoever belonging to the Trade of a Stationer, or which the said E. H. usually selleth or hath sold in the said now demised part of the same Shop (excepting all manner of printed books) And the said E. H. for and in consideration of the summe of One hundred thirty six pounds six shillings and eleven pence of lawfull money of *England* to him in hand paid by the said H. T. before the enscaling and delivery of these presents, whereof he the said E. doth hereby acknowledge the receipt, hath bargained and sold, and by these presents doth bargain, sell, assign, set over and deliver unto the said H. T. all and singular the compters, shelves, boxes, drawers, goods, chattels and wares of him the said E. H. being and remaining in and about the said demised premises, and which are mentioned and expressed in a Schedule or Inventory to these presents annexed, to have, hold, enjoy,

sciant,

retains keep and dispose of the said compters, shelves, boxes, drawers, goods, chattels and wares, and every of them, and every part or parcel of the same unto the said H. T. to the only proper use and behoofe of him the said H. his executors and administrators, without any let, denial, molestation or interruption of the said E. H. or of any other by or through his means, consent, title or procurement: And the said H. T. doth hereby covenant and grant, to and with the said E. H. that he the said H. his executors or assigns, shall and will at the end of the said term, leave the said compters, shelves, drawers and boxes, in the same places where they now stand, if the said E. will then pay for the same unto the said H. the summe of eight pounds of good and lawfull *English* money. In witness whereof the parties first above-named, have to these presents interchangeably set their hands and seals the day and year first above-written.

A Declaration of one, whose name is used in trust in an Obligation.

WHereas in and by one Obligation bearing date with these presents, G. H. Citizen and Girdler of *London*, standeth bound to me I. K. Citizen and Girdler of *London*, in the summe of one hundred pounds, conditioned for payment of one and fifty pounds and ten shillings, on the, &c. day of, &c. now next ensuing, as thereby appears. Now I the said I. K. do hereby acknowledge and declare, that the moneys lent upon the said obligation, was all the proper moneys of L. M. of *London* Gent. and that my name is used in the said obligation only in trust, and for the bene-
fit

fit of him the said L. M. Witness my hand and seal
the, &c. day of, &c.

*A Presentation to a Living by one who had the next
donation granted to him by the Patron, according to
the latest form.*

TO the Right Honorable the Commissioners for
approbation of publick Preachers, I A. B. of C.
in the County of D. Gent. present to you E. F. Clerk
to the Rectory of G. in the said County, with all the
profits thereunto belonging; By the resignation (or
by the death) of H. I. the last Incumbent there, being
now void, and in my gift, by vertue of a gift and
grant thereof to me the said A. B. made by K. L. of
M. in the said County Esq; the true and undoubted
Patron of the same Rectory, by a sufficient writing
under his hand and seal, bearing date the, &c. day of,
&c. last past, by which the said K. L. the first and
next advowson, nomination, donation, collation, pre-
sentation and free disposition of the aforesaid Rectory,
with all its rights, members and appurtenances what-
soever, did to me the said A. B. give and grant, desi-
ring you to admit the said B. F. to the said Church
and Rectory, and to institute him Rector there: And
likewise to invest him with all the rights, members, &
appurtenances whatsoever thereunto belonging: and
that you fully accomplish and fulfill all other the se-
veral acts and things, which your Office obligeth you
to perform herein. Witness my hand and seal the,
&c. day of, &c. in the year of our Lord 1658.

A Presentation by a Patron, of the latest form.

TO the Right Honorable the Commissioners for
approbation of publick Preachers, I A. B. of
C.

C. in the County of D. Esq; the true and undoubted Patron of the Parish-Church and Rectory of G. in the County of H. present unto you I. K. Clerk to the said Rectory of G. with all the profits thereunto belonging by the resignation or death (*as the case is*) of L. M. the last incumbent there, being now void, and in my gift, desiring you to admit the said I. K. to the said Church and Rectory, and to institute him Rector there, and likewise to invest him with all the rights, members and appurtenances whatsoever thereunto belonging: And that you fully accomplish and fulfill all other the several acts and things which your office obligeth you to perform herein. Witness my hand and seal the, &c.

A deed of feoffment, with a Letter of Attourney to give livery and seisin.

TO all to whom these presents shall come, S. W. of &c. sendeth greeting. Know ye, that the said S. W. for and in consideration of the sum of 5 s. of lawful money of *England* to them in hand paid by S. M. and C. D. of &c. whereof the said S. W. doth hereby acknowledge the receipt, and of the sum of 5000 l. of lawful money paid, and secured to be paid unto and for the use of the said S. W. his executors or assigns, have granted, enfeoffed and confirmed, and do by these presents grant, enfeoff and confirm unto the said S. M. and C. D. their heirs and assigns, all those Lands, Tenements and Hereditaments, with their and every of their appurtenances, commonly called or known by the names of R. and G. containing by estimation 600 acres, be the same more or less, situate, lying and being in the Towns, Parishes, Villages and Hamlets of T. and M. in the said County of K. or one of them, together with all other lands, tenements and hereditaments heretofore of S. W. deceased,

deceased and late of S. W. and Dr. in Divinity, that are situate, lying and being in the Towns, Villages, and Hamlets of T. & M. aforesaid, or either of them: and also the reversion and reversions, remainder and remainders of the said lands, tenements and premises, and every part thereof: and also all the estate, right, title, interest, claime and demand whatsoever of the said S. W. of, in, and to the same, and every part thereof, to have and to hold the said Lands, Tenements, Hereditaments and Premises, with the Appurtenances unto the said S. M. and C. D. their Heirs and Assigns for ever, to the only use and behoof of them the said S. M. and C. D. their Heirs and Assigns for ever: and the said S. W. doth by these presents make, Constitute, Ordain, Authorize and Appoint F. L. of, &c. in the said Countrey, of, &c. and G. M. of, &c. in the said Countrey of, &c. their true and lawful Attorneys for them and in their names and stead joyntly or severally to enter into the said lands, tenements and premises, or into some part thereof in the name of the whole, and possession thereof, for them and in their names and stead to take, and after such possession so thereof had and taken for them and in their names and stead, to deliver full and peaceable possession and seisin of the said lands, tenements and premises, with the appurtenances, or of some part thereof, in the name of the whole to the said S. M. and C. D. or one of them, or to their lawful Attorney, according to the form of these presents, ratifying, confirming and allowing all and whatsoever their said Attorneys, or either of them, shall do in the premises by vertue of these presents. In witness whereof the said S. W. to these presents his hand and seal hath set the, &c. day of, &c. in the year, &c.

An Indenture to bar an Estate-tail.

THIS Indenture made the seventh day of *October* in the eleventh year of the Reign of our Sovereign Lord *Charles*, by the grace of God, of *England, Scotland, France and Ireland* King, Defender of the Faith, &c. Between *T. B. of W.* in the County of *B.* Yeoman on the one part, and *T. M. of H.* in the said County Yeoman, and *H. H. of H.* aforesaid, in the said County Yeoman, on the other part.

Whereas *T. B.* deceased, Grand-father *Recital of*
of the said *T. B.* party to these presents, *a Will.*

by his last Will & Testament in writing

(amongst other things therein contained, did give and devise unto *J. B.* also deceased father of the said *T. B.* party to these presents, and to the Heirs male of his body with remainders over, all that his Messuage or Tenement with the appurtenances, situate and being in *W.* in the said County of *B.* and all that his Close, adjoining to the said messuage or Tenement, and all that acre of Meadow-ground called the long *Hale*, lying in *W.* Meade, and three yards of Meadow, called the *Elbors* in the said Parish of *W.* and half his arable Lands, Leys and Meadow-ground, lying and being in the Parish and Fields of *W.* aforesaid, and *R.* or one of them, with their and every of their appurtenances in the said County of *B.* as by the said last Will it doth and may appear, and which premisses do contain a Messuage with the appurtenances, and one Yard-land by estimation, be it more or lesse; And whereas the said *T. B.* the Grand-father, shortly after making the said Will dyed, the said *J. B.* his son, him surviving, after which time the said *J. B.* having issue, the said *T. B.* party to these presents, his eldest Son and Heir male, and the said *J. B.* be-

ing since also dead, by and after whose decease the said T. B. party to these presents, now is in actual possession of the said Messuage or Tenement, Closes, Lands, Meadows, and Premises, with the Remainders over, as aforesaid. Now this Indenture wit-

nesseth, That the said T. B. party to these presents, intending as well to cut off the said estate-tayl, and to barre the Remainders thereon depend-

ing, and to settle the said Messuage or Tenement, Close, Lands, Meadows and Premises to him the said T. P. party to these presents and his heirs, as also to barre all pretences of right that futurely may or can be made unto all and every, or any the said Messuages, Lands, Meadows and Premises so given to the said J. B. his Father, and since come unto him the said T. B. party to these presents, for that purpose, Doth hereby Covenant and

Covenant to le- Grant for himself, his Heirs, Executors and Administrators, and for every of them, to and with the said

T. M. his Heirs and Assigns by these presents, That he the said T. B. shall and will on and before the Feast of St. Andrew the Apostle, now next ensuing the date hereof, in due form of Law, acknowledge and levy one or more Fine or Fines, *Sur cognizance de droit come ceo, &c.* before his Majesties Justices of his Majesties Court of Common-Pleas at *Westminster*, unto the said T. M. of and for the said Messuage or Tenement, Close, and all and every the said Meadows, Lands, and Premises, by the name or names of one Messuage, one Garden, one Orchard, forty acres of Land, six acres of Meadow, six acres of pasture and Common of pasture, for all Castell, with the appurtenances in, W. and R. or one of them in the said County of B. or by such other name or names, quantity

quantity or number of acres, as to the said T. M. or his Council learned, shall seem meet and expedient. To the intent that he the said T. M. shall by force thereof, stand and be seized of the Messuage or Tenement, Close, Lands, Meadows and Premises, untill a good and perfect common recovery with a double Voucher over may be duly had and executed of and for the

To suffer a Recovery.

said Messuage, or Tenement, Lands, Meadows and Premises, according to the course of common recoveries for assurance of Lands and Tenements in such cases used. And it is hereby fully declared and agreed by and between all the parties to these presents, That after the said Fine or Fines so to be levied of the said Messuage, Lands and Premises, as aforesaid, he the said T. M. shall and will permit and suffer him the said H. H. to bring and pursue against him the said T. M. one or more Writ or Writs of Entry *sur Disseisin in le pozt* returnable before his Majesties Justices of his Majesties Court of Common pleas at *Westminster*, by which he the said H. H. shall demand against him the said T. M. all and every the said Messuage, Lands, Meadows and Premises, by the name or names of one Messuage, one Garden, one Orchard, forty acres of Land, six acres of Meadow, six acres of Pasture and Common of pasture for all Cattel, with the appurtenances in W. and R. or one of them in the said County of B. or by whatsoever other name or names, quantity or number of acres, as to the said H. H. shall seem meet; To which Writ or Writs the said T. T. shall appear *gratis*, and shall enter into the Warranty, and shall vouch to Warranty the said T. B. party to these presents, who also shall appear and enter into the Warranty, and shall vouch over the Common Voucher, who also shall appear and enter into the Warranty for

the said premisses, and after make default, so that a good and perfect Common Recovery with a double Voucher ever, may be duly had and executed of and for the said Messuage or Tenement, Close, Lands, Meadows and premisses according to the course of Common Recoveries in such cases used. And it is

hereby further declared, concluded, *The declaration* expressed and agreed by and between *of the use* all the parties to these presents, And

the true intent and meaning of all the parties to these presents, and of these presents is, That after the said Recovery suffered and executed of and for the said premisses, or any of them, as well the said Recovery, as also the said Fine, and all Fines and Recoveries suffered and levied, or to be suffered, levied or acknowledged by or between the said parties to these presents, or any of them, of and for the premisses, or any of them shall be and enure, and hereby, and by all the parties to these presents, are and shall be adjudged, deemed and taken to be and enure, To the only proper use and behoof of the said T. B. party to these presents, and of his heirs and assigns for ever, And to none other use, intent or purpose whatsoever. In witness whereof the parties aforesaid, &c.

A covenant to give security to perform covenants.

ANd lastly, that the said L. S. his executors and Assigns, shall within one year next following, after the beginning of the Term hereby granted, put in good Security to the said T. S. his Heirs or Assigns by Obligation, or otherwise for the payment of the rent, and performance of the Covenants, hereby to be by him the said L. S. his Executors or Assigns paid or performed. In witness whereof, &c.

Arc-demise of Lands storage.l.

THIS Indenture made, &c. between T. L. of, &c.
 on the one part, and I. M. of, &c. and G. M. of,
 &c. on the other part; Whereas the said
 I. M. and G. M. by their Indenture of *Recital of*
 Lease, bearing date, &c. for the con- *the Mort-*
 siderations therein exprested did demise, *gage.*
 grant, bargain, sell, and to farm-let
 unto the said T. L. his executors and assigns, all that the
 Mannor of L. G. and P. with the appurtenances in the
 said County of M. and also all Messuages, Houses,
 Edifices, Buildings, Barns, Stables, Out-houses,
 Yards, Back-sides, Orchards, Gardens, Lands,
 Tenements, Meadows, Leasows, Pastures, Feed-
 ings, Wayes, Waits, Wast-grounds, Commons,
 Commodities, Moors, Marishes, Woods, Wood-
 grounds, Under- Woods, Waters, Water-courses,
 Ponds, Pooles, Liberties, Fishings, Advowson,
 and Patronage of the Church of L. G. and P. afore-
 said, Rents, Reversions, Services, Escheats,
 Fines, Amerciaments, Court-leets, Views of frank-
 pledge and profits of Courts, and all that to Courts,
 and Leets belongeth, Chattels, Wares, Estrayes,
 Goods and Chattels of Fellons and Fugitives, Cu-
 stomes, Rights, Jurisdictions, Priviledges, Profits,
 Commodities, Advantages, Emoluments and Here-
 dicaments whatsoever, with their appurtenances of
 whatsoever kind, nature or quality soever, or by
 whatsoever name or names they are called or known
 by, situate, lying and being, coming, renewing,
 arising or growing in L. G. and P. aforesaid, H.
 Y. and Z. or within any of them, or elsewhere in
 the said County of M. to the said M. Messuages,
 Lands, Tenements, Meadows, Feedings, Pastures
 D 3 and

and other the Premisses, or to every or any of them in any wise belonging or appertaining, or incident, or dependant thereunto, or as part, parcel or member thereof, or at any time thenceforth known, accepted, taken, used, demised or reputed as part, parcel or member thereof, or of any part thereof, with their and every of their Rights, Members and Appurtenances. *To have and to hold* the said Mannors, Messuages, Lands, Tenements, Meadows, Pasture, Advowsons, and all other the premisses, with their and every of their Rights and appurtenances unto the said T. L. his Executors and Assigns, for the term of 99 years next ensuing the date of the said recited Indenture of Lease, fully to be compleat and ended, by and under the yearly rent of a Pepper-corn at the Annuntiation of our Lady St. Mary the Virgins, it it were lawfully demanded, as by the said recited Indenture of Lease, amongst other things therein contained, it doth and may appear. Now this Indenture wit-

nesseth, That the said T. L. for divers
The re-demise. good causes and considerations him

moving, Hath demised, set and to farm-letten, and by these presents doth demise, set and to farm-let unto the said I. M. and G. M. their Executors and Assigns, the said Mannor, Messuages, Lands, Tenements, Meadows, Pastures, Advowsons, and all other the premisses, with their and every of their appurtenances in the said recited Indenture of Lease mentioned, To have and

The Habendum. to hold the said Mannor, and all other the premisses, with their and every of their appurtenances unto the said I. M.

and G. M. their Executors and Assigns for the Term of 98 years and 10 monthes next ensuing the date thereof. Yielding and paying therefore yearly, during the said term unto the said T. L. his executors and assigns,

signs, one Pepper-corn at the Feast
of, &c. if it be demanded. Provi- *Proviso to pay*
ded alwayes, and upon Condition, *money.*

that if the said I M. and G.M. their
Heirs, Executors, Administrators and Assigns, or
some of them, shall not well and truly pay, or cause
to be paid unto the said T. L. his Executors or As-
signs, the summe of xx. pounds of currant money of
England, on and upon the twenty fifth day of M. next
ensuing the date hereof, and also the summe of 500
pounds of currant money of *England*, on and upon the
twenty fifth day of M. which shall be in the year of our
Lord God, 1632. that then from and after default of
payment of the said several summes, or either of
them, or of any part of them, or either of them,
this Indenture of Lease, and all and every matter and
thing herein contained, shall cease, determine, and
be utterly void, to all intents and purposes, this In-
denture, or any thing therein contained to the contra-
ry thereof in any wise notwithstanding, the same se-
veral payments to be made and paid at or in the now,
&c. and that without any demand to be

made for the same. And the said I. M. *Covenant to*
and G.M. for themselves, and either of *re-deliver*
them, joyntly and severally, and for *possession up-*
their and either of their several Heirs, *on failing of*
Executors and Administrators, and for *payment.*
every of them, do and doth Covenant,

Promise and grant to and with the said T. L. his Exe-
cutors and Assigns, and to and with every of them,
&c. that in case the said I. M. and G. M. their Exe-
cutors, Administrators and Assigns, shall fail to pay
the said several summes of money, or any of them,
or any part of them, or either of them at the dayes
and times herein before mentioned and appointed for
payment thereof, that then they the said I. M. and

G. M. their Heirs and Assigns, and every and either of them, shall and will within, &c. next after default of payment of the said summes of money, or any or either of them, or any part of them, or either of them, leave, yield up and deliver unto the said T. L. his Executors and Assigns, the peaceable and quiet possession of the said Mannor, Messuages, Lands, and all other the premises, with their and every of

And to make further assurance. their Rights, Members and Appurtenances. And also that the said I. M. and G. M. their Heirs and Assigns, shall and will from time to time, and at all times, during the

space of seven years, &c. as in Covenants for further assurance. And the said T. L. for himself, That if the said I. M. and G. M. their Heirs and Assigns, or any or either of them, do and shall well and truly pay, or cause to be paid unto the said T. L. his Executors or Assigns, the said several summes of money hereinbefore mentioned and expressed, at the dayes and times in the Proviso hereinbefore expressed and appointed for payment thereof, according to the true intent and meaning of the said Proviso. That then the

covenant upon payment to Assign over all the Lessor's interest. the said T. L. his Executors and Assigns, from and after full payment of the several summes of money in form aforesaid, shall and will at the request of the said I. M. and G. M. their Heirs and Assigns,

deliver up the said recited Indenture, and also that part of these presents, which is under the hand and seal of the said I. M. and G. M. And also that he the said T. L. his Executors and Assigns, shall and will permit and suffer them the said I. M. and G. M. their Heirs and Assigns, to hold and enjoy the said Mannor and premises, for and untill default of payment

of the said several summes of money, or either or any part of them, shall happen to be made by the said J. M. and G. M. their Heirs or Assigns, at either of the dayes or times herein before mentioned and appointed for payment thereof. In witness, &c.

A confirmation of a Mortgage.

TO all Christian people to whom this present writing shall come, R. F. of *London*, son and heir of W. F. late of L. in the parish of P. R. in the County of B. Yeoman deceased, sendeth greeting in our Lord God everlasting. Whereas the said W. F. by his Indenture of Lease bearing date, &c. made between the said W. F. by the name of W. F. of L. in the Parish of P. R. in the County of B. Yeoman, on the one part, and T. F. then of W. A. in the Parish of H. in the said County of B. Husbandman, on the other part, for and in consideration of the summe of 50 l. of currant money of Eng. to him the said W. F. by the said T. F. in hand paid, and for other considerations him moving, did demise, grant and to farmlet unto the said T. F. his Executor, and Assigns, all that Messuage or tenement, wherein he the said W. F. did then dwell with the appurtenances, situate, lying and being in L. aforesaid, within the Parish of P. R. in the C. of B. and also all and singular the Cottages, Houses, Barns, Stables, Buildings, Edifices, Yards, Back-sides, Orchards, Gardens, and Easements to the said Messuage or Tenement belonging, or in any wise appertaining. And also all those two Closets, &c. and also all Woods, underwoods, timber and trees, quick mounds, hedges, ditches, fences, hedges and blanks whatsoever, standing, growing or being in or upon the premises, or any part or parcel thereof, or to the same premises,

or to any part or parcel thereof belonging, or in any wise appertaining, together with all Commons, Common of pasture, Commodities, Profits and Appurtenances whatsoever, and all other lands, tenements and hereditaments whatsoever, to the said Messuage or tenement, and other the premises, or to any of them belonging, or in any wise appertaining, and the Reversion and Reversions, Rent and Rents of all and singular the premises, and of every part and parcel thereof, *To have and to hold* the said Messuage or Tenement, Houses, Closes, arable Lands, Woods, Under-woods, Commons, Commodities, and all other the premises, and every part and parcel thereof, with their appurtenances unto the said T. F. his Executors, Administrators and Assigns, from the Feast of, &c. next coming after the date of the said recited Indenture, unto the end and term, and for and during the term of 900 years from thence next ensuing, fully to be compleat and ended, and without impeachment of, or for any manner of waste, by and under the yearly Rent of 1 l. at the Feast of, &c. only if it were lawfully demanded; Nevertheless with Proviso in the said recited Indenture contained, and hereafter belonging (*viz*) Provided alwayes, and it is Covenanted, granted, concluded and fully agreed by and between the parties to the said Indenture, That if the said W. F. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly content, satisfie and pay, or cause to be paid unto the said T. F. his Executors, Administrators or Assigns, the full summe of 50 l. of lawful money of E. on and upon the twenty sixth day of M. next coming after the date of the said recited indenture, at the then dwelling house of the said T. F. or, &c. without fraud or deceit, That then at all times thenceforth, from and after full payment made of the said

said summe of 50 l. as aforesaid, the said Indenture, Lease, Demise and Grant, and all and every other Covenant, Grant and Articles therein contained, should cease, determine, and be utterly void and of none effect, to all intents and purposes; and that then, and at all times from thenceforth, it should be lawfull for the said W. F. his heirs and assigns into the said premisses to re-enter, and the same to have again as in and by the said recited Indenture, &c. appeareth. And whereas the said W. F. did not pay nor cause the said summe of 50 l. to be paid, neither is the same yet paid unto the said T. F. according to the proviso or Condition in the said recited Indenture of Lease mentioned, by reason whereof all the said Messuage and Premisses became absolutely forfeited unto the said T. F. for all the said term of 500 years in the said recited Indenture mentioned. Now these presents witness, That the said R. F. being Son and Heir of the said W. F. deceased, for and in consideration of the summe of 28 l. more of currant money of E. to him in hand paid, &c. and for other good causes and considerations him moving, hath, and hereby doth absolutely grant, ratifie and confirm the foresaid Lease, and all the estate and term for years therein and thereby demised and granted, or mentioned to be demised and granted; And also doth hereby fully and absolutely release the said Condition, and all and every Condition and Conditions whatsoever in the said recited Indenture of Lease contained. And also the said R. F. for the consideration aforesaid, doth hereby grant, demise, confirm and assure unto the said T. F. his Executors, Administrators and Assigns, the aforesaid Messuages or Tenement, Cottage, Closets, Lands, and all other the premisses, for all the foresaid term and number of 500 years by the said recited Indenture of Lease demised.

or

or thereby mentioned to be demised, and doth also hereby grant and release unto the said T. F. his Executors and Assigns, the foresaid yearly rent of 1 l. by the said recited Indenture reserved, and all the arrearages thereof, *To have and to hold* all the said Messuage or Tenement, Cottages, Clofes, Lands, and all other the premises, with their and every of their appurtenances in the said recited Indenture mentioned, and the said yearly rent unto the said T. F. his Executors, Administrators, and Assigns for and during all the rest and residue of the said term and number of 500 years in the said recited Indenture of Lease mentioned, and now to come and unexpired, freely and absolutely without any Proviso or Condition whatsoever. *Cum Covenantis proprecia fructione, & ab Incumbentibus, & Anteriori Assurand.* In witness whereof, &c.

An Indenture upon Marriage, and for setting Lands to uses: and a Declaration of a Fine levied to those uses.

This Indenture made, &c. Between I. S. Esq, second son of the Right Honourable H. E. of W. on the one part, and A. Lady D. of, &c. and Sir T. W. of, &c. on the other part: Whereas the said E. and A. his wife, in the County
Recital of being of W. are now seized for the term of
sec. d. their lives, and for the life of the
 longer liver of them, of and in all
 that the Manor of C. and the lands, tenements, and hereditaments, called C. P. and of the Burrough of C. and of the advowson and free gift of the Parsonage of the Church of C. with all and singular the rights, members and appurtenances thereof in the C. of D. a 10 or diverse Messuages, Lands, Tenements, Rents, Woods,

Woods, Wood-grounds and hereditaments to the said Manner, and premisses belonging or appertaining, without Impeachment of waste, the Reversion or Remainder thereof to the said I. S. and the Heirs of the body of the said I. S. lawfully to be begotten. And for want of such issue the Remainder to the right heirs of the body of the said E. and C. And for want of Heirs issuing of the body of the said E. and C. the Remainder then to the right and next heirs of the said C. for ever. And whereas

there is a Marriage by Gods Grace *Recital of the intended shortly to be had and solemn- Marriage.*

nized between E. Lord H. son and heir apparent of the said E. and C. and E. D. sole daughter of the said A. Lady D. they the said E. and C. and the said I. S. for settling of the inheritance of the said M. and premisses to the uses hereafter expressed and declared, have this present time of the holy Trinity in the year abovesaid acknowledged and levied one Fine in *Recital of the due form of Law before his Maje- Fine.*

sties Justices of his Court of Common Pleas at *Westminster*, unto the said A. Lady D. and Sir T. W. and to the Heirs of the said A. Lady D. amongst other Mannors, Lands, Tenements and Hereditaments in the said Fine contained, of and for all that the said Mannor of C. with the appurtenances, And of all Lands, Tenements, Meadows, Pastures, Feedngs, Commons, Woods, Wood-grounds, Wafts, Moors, Heaths, Liberties, Franchises, Jurisdictions, Advowsons, Presentations, Emoluments and hereditaments whatsoever to the said Mannor and premisses, or any part or parcel thereof belonging or appertaining, or accepted, reputed, taken, known or demised, letten, used, occupied or enjoyed, as part, parcel or member thereof, or any part

part thereof. And whereas the said E. and C. by Indenture tripartite under their Hands and Seals, dated with these presents, have expressed and declared that the said Fine so levied of and for the said Mannor of C. and premilles herein contained, should be and enure to the use and behoof of them the said E. and C. for and during the term of their two lives, and the life of the longer liver of them, without Impeachment of or for any manner of waite, and from and after their decease, and of the Survivor of them, the Remainder thereof to the use of the said E. Lord H. during the term of his natural life, and from and after his decease, the Remainder thereof to the Heirs males of the body of the said E. Lord H. to be begotten on the body of the said E. the Remainder thereof to the right Heirs of the said C. as by the said Fine and recited Indenture, purporting and declaring the use aforesaid, it doth and may appear. Now this Indenture witnesseth, and it is hereby cove-

Intention of Parties. nanted, concluded, declared and agreed by and between all the parties to these presents, and the true intent and meaning of the said I. S. and of all the parties to these presents, and to the said Fine at the time of levying thereof, for and concerning the said Mannor of C. with the rights, members and appurtenances thereof, was, and now is, that the said Fine should be and enure, and hereby, and by all the parties to these presents, is declared and expressed to be and enure, and the Cognizees of the said Fine, and their heirs shall stand and be seized of the said Mannor of C.

The uses. with the rights, members and appurtenances thereof : To the uses, intents and purposes hereafter expressed, limited and declared, that is to say, To the use and behoof of them the said E. and C. for and during their

their two lives, and the life of the longer liver of them, without impeachment of any manner of waft. And from and after their decease, and of the survivor of them, the Remainder thereof to the use of the said E. Lord H. Son and Heir Apparent of the said E. for and during the term of his natural life; And from and after his decease, the Remainder thereof to the heirs males of the body of the said E. Lord H. to be begotten on the said E. D. his intended Wife, and in default of such heirs males, then to the use of the heirs of the body of the said B. Lord H. to be begotten on the body of the said E. D. the Remainder thereof to the right heirs of the said C. and to none other use, intent or purpose. Provided always, and the true intent and meaning *Proviso is* of all the parties to these presents, is, and *make Leases.* was, at the time of levying the said Fine,

That it shall and may be lawfull to and for the said E. and C. during their joynt lives, and for the Survivor of them at all times, and from time to time, to make any lease or leases of all or any of the said Mannor and Premises, or any part or parcel thereof, to any person or persons for 21 years in possession, or under, or for three lives in possession, or under, and not otherwise, or in other manner, so as upon every such Lease so to be made, the usual and old accustomed Rent, or more be reserved and appointed to be payable yearly, during the said term or terms, to such person or persons, as by force of these presents, or of the said Fine, or recited Indentures, or any of them, shall or ought after the decease of the said E. and C. to have the immediate Reversion or Remainder thereof. In witnesse whereof, &c.

A Declaration of the use of a Fine and Recovery.

THIS Indenture made, &c. Between the right Honorable T. L. W. on the one part, and the Right Honorable W. L. P. Sir N. F. and T. A. on the other part; whereas, &c. reciting a Fine and Recovery suffered in the Term of, &c. of these Mannors, &c. by the name or names of, &c. Now this Indenture witnesseth, that the true intent and meaning of the said L. Lord W. and of the said Recoveror, and of all the parties to the said Recovery, and every of them, and to these presents before and at the several and respective times of the suffering of the said Recovery, for touching and concerning the said Mannors, Lands, Tenements, Hereditaments and premisses, and every of them, whereof the said Recovery was suffered and had, the Parties at always was, and now is: That the said the execution Recovery should, and shall be, and end of such Fine ure, and be construed, adjudged, & Recovery. deemed and taken to be and enure, and that the said Recoverors and every of them, and all the parties to the same, and the party-takers thereby and their heirs, and all and every other person or persons, and his and their heirs who then were, or now are, or hereafter shall be seized of the said Mannors, Lands, Tenements, Hereditaments and premisses, or of any part thereof, or any of them should and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments and premisses, and every parcel thereof with the appurtenances, to the uses, purposes and intents, and under the Provisions, Conditions and Limitations hereafter in these presents expressed, specified, limited and declared,

declared, and to no other use, intent or purpose. And the said T. Lord W. doth hereby limit, express, declare and appoint that all the same Mannors, Lands, Tenements, Hereditaments and premiffes, shall be and remain to the several uses, purposes and intents hereafter in these presents expressed (that is to say) to the use and behoof of the said T. Lord W. and his Assignes, for and during the term of his natural life without Impeachment, of or for any manner of waste, and from and after the decease of the said T. Lord W. then to the use of the said W. Lord P. Sir N. F. and T. V. their Heirs and Assignes for ever; for and to this intent and purpose, that they the said, &c. and their heirs, and the Survivor and Survivors of them, and his and their heirs, shal and wil bargain, sell, or otherwise dispose of the same, for

The uses.

For payment of Debts.

& towards the payment, satisfaction and discharge of such debts and summes of money as the said T. Lord W. doth now owe, or which he shall owe at the time of his death to any person or persons, and for the discharging of such person and persons as do now stand, or which at the time of the death of the said T. Lord W. shall stand bound or engaged for or with the said T. Lord W. for the same debts, or summes of money or any of them, and also for the satisfaction, payment and discharge of all such sum or sums which the said T. Lord W. hath, or hereafter shall take up, borrow or receive, for or in consideration of which he hath heretofore granted, or hereafter shall grant any Annuity or Annuities, Rent or Rents-charge, issuing or to be issuing, or payable out of the same Mannors, Lands, Tenements, Hereditaments and premiffes, or any of them, or out of any of the Mannors, Lands, Tenements, or hereditaments of the said T. Lord W. in the Territories of Eng-

land, whereby the same Rent or Rents
And Legacies. charge, shall and may be determined.

And also for and towards the payment
 and discharge of the funeral charges and expences of
 the said T. Lord W. and of the legacies and bequests
 which the said T. Lord W. by his last Will and Te-
 stament in writing, to be sealed, subscribed and
 published by him before three sufficient witnesses, shall
 give and bequeath to any person or persons, or to any
 use or uses, or so much of such sum and sums of mo-
 ney, debts, funeral expences and Legacies, as the
 value of the said Mannors, lands and tenements (to be
 sold) as aforesaid shall amount unto. And

The Disposal that if any over-plus shall be of the value
of the over- of the same Mannors, lands, tenements,
plus. hereditaments and premisses, more than
 shall be or will be sufficient to satisfy

and discharge all the same debts, summes of mo-
 ney, funeral charges, Legacies and bequests, that
 then the said, &c. their Heirs, Executors or Admini-
 strators, shall and will pay and deliver the same over-
 plus, which shall remain of the Sale, or value
 of the said Mannors, Lands, Tenements, Heredita-
 ments and Premisses, unto such person or persons
 to whom the said Lord W. shall by his last Will in
 Writing in presence of two witnesses at least, appoint
 the said lands and premisses to come after his death.
 And further upon this trust and confidence reposed in
 the said, &c. and their heirs, that if the said person
 to whom the premises shall be limited or appointed to
 come after the said Lord W. his death

Parties trusted as aforesaid, then if such persons, his
to give security Heirs, Executors, Administrators or
to dispose of the Assignes, shall within two years next
Premises ac- after the death of the said T. Lord W.
cordingly. well and truly satisfy, pay and dis-
 charge

charge all the aforesaid debts, sums of money, funeral charges, legacies & bequests which by the true intent & meaning of these presents, are limited, expressed or intended to be paid for, out of, or in respect of the said manors, lands, tenements, hereditaments, & premises, or shall give or make to the said, &c. or the Survivors or Survivor of them, or to the heirs, executors or administrators of the Survivors or Survivor of them, good & sufficient security for the payment of all the said debt, sum & sums of money, funeral charges, gifts, Legacies, and bequests, which by the true intent and meaning of these presents, are before expressed to be paid, the same security to be approved & allowed of by one of the Lords, &c. for the time being, & any two of the Justices for the time being of the Courts of Kings Bench or Common-Pleas, that then the said W. Lord P. &c. and their heirs, and the Survivor and Survivors of them, and his and their heirs and assigns, shall and will at the costs and charges in the Law of such person or persons to whom the said T. Lord W. shall as aforesaid appoint or limit the premises to come after his death, his heirs or assigns, convey and assure the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, to such person or persons, his and their heirs and assigns, by such good and sufficient Conveyance and Assurance in the Law, with several and respective Warranty, only by every of them the said W. Lord P. &c. severally or respectively against themselves, and their several and respective heirs, as by such person or persons, his or their heirs or assigns, or his or their Counsel learned in the Laws of this Land, shall be reasonably devised and required. Provided alwayes, and the true intent and meaning of the said T. Lord W. and of all the parties to the

*Security to
be allowed
of by, &c.*

said Recovery and other Assurance , and of the parties to these presents and every of them , before and at the time of the suffering of the said Recovery and other assurances, was and yet is, and is so hereby expressed, published and declared (notwithstanding any thing herein before contained.) That it shall and may be lawfull to and for the said T. Lord W. from time to time, and at all times, &c.

A Lease to try a Title by Ejection firme.

THIS Indenture made, &c. Between T. W. &c. and H. L. of , &c. Witnesseth, that the said T. W. for divers and sundry good causes and considerations him in this behalf especially moving , hath demised, granted and to farm letten, &c. unto the said H. L. all that Shop, with the appurtenances, sometime called or known by the name or signe of, &c. and now commonly called or known by the name or sign of, &c. late in the tenure or occupation of, &c. situate, &c. together with all and singular Rights, Easments, Commodities and Appurtenances, to the same Shop belonging, or in any wise appertaining. To have, &c. from the Feast of, &c. last past, &c. Yielding, &c. at, &c. Provided alwayes, that if the said T. W. his, &c. do and shall at any time or times, during the said term of, &c. tender or pay, or cause to be paid unto the said H. L. his, &c. twelve pence of lawfull *English* money, at, &c. for and to the intent and purpose, to make void and frustrate this present Lease and Demise, That then this present Lease, Demise and Grant aforesaid shall cease, determine and be utterly void and of none effect to all intents & purposes, as though the

the same had never been made, Any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Note: *A Lease of Ejectment must Commence alwayes from a Feast or a day past.*

A Letter of Attorney to seal such a Lease.

BE it known to all men by these presents, That I T. W. &c. have made, ordained, constituted, deputed, and in my stead and place put, and by these presents, &c. my well beloved, &c. S. W. &c. my true and lawfull Attorney, for me and in my stead, right, title and name, to enter into and upon all that, &c. naming the, &c. as in the Lease, or into or upon any part or parcel of the premisses; and the same premisses with the appurtenances, for me and in my name, and to my use to claime, and possession thereof, or some part thereof in the name of the whole, for me, and in my name to take, and after such possession thereof so had and taken for me and in my right, stead and name to seal, and as my Deed to deliver to H. L. upon the premisses or some part thereof, a certain Writing indented, subscribed with my hand, containing or purporting amongst other things, the term of a Demise of the premisses, by or from me the said T. W. to the said H. L. for the term of three years next ensuing from the Feasts, &c. last past, &c. holding firm and stable all and whatsoever my said Attorney shall do or cause to be done for me and in my stead or name in or about the premisses, or any of them by force of these presents. In witness, &c.

A Mortgage.

THIS Indenture made, &c. Between I. F. and E. F. Widow, on the one part, and I. R. of, &c. on the other part, &c. Witnesseth, That the said I. F. and E. F. for and in consideration of the sum of, &c. to them in hand before the enscaling and delivery of these presents, well and truly paid, wherewith they and every of them, do acknowledge themselves fully satisfied and paid, and thereof, and of every part thereof, do clearly acquit and discharge the said I. R. his heirs, executors and administrators, and every of them for ever by these presents: Have bargained, sold, granted, aliened and confirmed; And by these presents do, &c. unto the said I. R. his heirs and assigns for ever, All that Messuage or Inne called or known by the name of the *New-Inne*, with the back-sides, back-yard, and Garden thereunto adjoyning and belonging, situate, lying and being in H. aforesaid, in the said County of O. on the West-side of a certain Street there called the *North-Street*, with all and singular the Houses, Edifices, Buildings, Cellars, Sollers, Gardens, Orchards, Profits, Commodities and Hereditaments whatsoever, to the said Messuage or Tenement called the *New-Inn*, belonging or in any wise appertaining, or now accepted, reputed, letten, used or known as part, parcel or member of the same Messuage or Inne, and now being in the holding or occupation of the said I. F. and her assigns, And all the estate, right, title, interest, use, possession, remainder, inheritance, claime and demand whatsoever of the said I. F. and E. F. of, in and to the same Messuage or Inne, called the *New-Inne*, and every part and parcel thereof: And also all and every the
Dreds,

Deeds, Evidences, Charges, Writings, Escrips
and Minuments whatsoever, Concerning onely the
said bargained premisses, or any part or parcel there-
of, and true Copies of all other Deeds, Writings,
Evidences and Minuments that do concern the bar-
gained premisses, or any part or parcel thereof jyntly
with any other Lands, Tenements or Heredita-
ments, which they the said I. F. and E. F.
now have, or knowing where they are, may law-
fully come by without Sute in Law, and all and every
the Copies aforesaid, to be Copied and written forth
at the costs and charges of the said I. R. his heirs or
assignes: They the said I. F. and E. F. for them,
their heirs, executors and administrators, do cove-
nant, promise and grant by these presents, to and
with the said I. R. his Heirs, Executors and Admi-
nistrators, well and truly to deliver, or cause to be
delivered unto the said I. R. his heirs or assigns, at
the now dwelling-house of the said I. R. situate, &c.
within three years next ensuing the date of these pre-
sents, whole, safe, uncanceled and undefaced: To
have and to hold the said Messuage or Inne, called the
New Inn, and all other the premisses, with all and
singular their appurtenances, before by these presents
bargained and sold, or mentioned or intended to be
hereby bargained or sold, and every part and parcel
thereof unto the said I. R. his heirs and assignes
for ever, to the onely proper use and behoof of the
said I. R. his heirs and assignes for ever: And the
said I. F. and E. F. for them, their heirs, executors,
and administrators, and for every of them, do cove-
nant and grant by these presents, to and with the said
I. R. his heirs, executors and administrators, and
every of them in form ensuing; That is to say, That
they the said I. F. and E. F. or one of them, for and
notwithstanding any act or thing by them, or either

or them done, caused or procured, or by them or either of them to be done, caused or procured to the contrary thereof, now are, or is, and at the execution of the first estate to be had and made of and in the premises to the said L. R. and his heirs, according to the true intent and meaning of these presents, shall then be solely seized, and very true and lawfull owner or owners of the said Messuage or Inne, called the *New-Inne*, and all other the premises before by these presents bargained and sold, or mentioned or intended to be bargained and sold, of a good, lawfull and indiffrizable estate in Fee-simple, without any manner of Condition or Limitation of any use or uses, and have now, and at the execution of the said estate, shall then have good right, full power, and lawfull, and absolute authority to grant, bargain, sell, &c. *Cum Covenant. pro exonerat. ab Incumb. & fructione.* And that he the said L. F. and his heirs, and all and every other person or persons lawfully having, or, claiming to have any manner of estate, right, title, or interest, of, in or to the premises before by these presents bargained and sold, or mentioned or intended to be bargained and sold with the appurtenances, or of, in or to any part or parcel thereof, by, from or under the said L. F. and E. F. or either of them, shall from time to time, and at all times for and during the space of five years next ensuing the date hereof, when and as often as they or any of them shall be thereunto reasonably required by the said L. R. his heirs or assigns, or any of them, make, do, suffer, knowlege and execute, or cause to be made, done, suffered, knowledged and executed at the costs and charges in the Law of the said L. R. his heirs or assigns, or some or one of them, all and every such further lawfull and reasonable act and acts, thing and things, device and devices, assurance and assurances, in the Law

Law whatsoever, for the further, better and more perfect assurance, surety, sure-making and conveying of all and singular the premisses, and every part and parcel thereof, with the appurtenances to the said I. R. his heirs and assigns, according to the true intent and meaning of these presents. Be it by Fine, Feoffment, Recovery, Release, Confirmation with Warranty onely against the said I. F. and his heirs, or without Warranty, or by all or any of the aforesaid wayes or means, or by any other lawfull or reasonable wayes or means in the Law whatsoever, without Warranty, or with the like Warranty as aforesaid, as by the said I. R. his heirs or assigns, or any of them, or by his, their, or any of their Council learned in the Laws, shall be lawfully and reasonably devised, advised or required: Provided alwayes, and it is Covenanted, Concluded, Conditioned and agreed by and between the said parties to these presents, That if they the said I. F. and E. F. or either of them, their heirs, executors, administrators and assigns, or any of them, do well and truly content and pay, or cause to be contented and paid to the said I. R. his Executors, Administrators or Assigns, at the now dwelling house of, &c. the summe of, &c. of, &c. in form ensuing, &c. without fraud or guile, That then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects, purposes and Constructions, be utterly void, frustrate and of none effect: But if default of payment in any of the dayes of payment aforesaid, in part or in all, contrary to the form above declared, that then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects and purposes stand, remain and abide in its full force and strength, any thing herein before expressed to the contrary thereof

of in any wise notwithstanding. In witness whereof, &c.

A Conveyance of a Mannor.

THis Indenture made, &c. Between R. H. M. his Wife, and I. H. on the one part, and Sir R. D. on the other part, witnesseth : That the said R. H. M. his Wife, and I. H. for and in consideration of the summe of, &c. Have granted, aliened, bargained, sold, infeoffed and confirmed, and by these presents, do jointly and severally grant, alien, bargain, sell, infeoff, and confirm unto the said Sir R. D. his heirs and assigns for ever, All that the Mannor or Lordship of R. in the County of O. with the Rights, Members and Appurtenances thereof : And also all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Wood-grounds, with the soil and ground of the same, Timber and Trees, Waters, Water-courses, Ponds, Pools, Liberties, Fishings, Courts, Lects, Views of Frank-pledge, Perquisites, and Profits of Courts and Lects. Wayfes, Estrayes, Heriots, Fellons, Goods, and Goods of Fugitives, Rents, Services, Rentshock, and all other Rents and Services whatsoever reserved upon any Demise or Lease heretofore made of the premisses, or of any part thereof, Wastes, Waste-grounds, Wayes, Easments, Passages, Profits, Commons, Commodities, Jurisdictions, Emoluments, Mills, Hereditaments and Appurtenances whatsoever, to the said Mannor and Premises, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereto, or used therewith : And also all that
the

the Advowson, Presentation, and right of Parsonage of the Rectory Church and Chantrey of R. aforesaid. And all Tithes, oblations & obventions whatsoever, belonging to the said Rectory Church or Chantreys of R. aforesaid. And all that Messuage, Tenement or Farm, situate and being in R. aforesaid, now or late in the tenure or occupation of W. C. or his Assigns, called or known by the name of S. or by whatsoever other name or names the same is called or known, and all Houses, Edifices, Buildings, Barnes, Stables, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Wayes, Easements, Passages, Profits, Commons, Commodities, Woods, Wood-grounds, Timber and Trees, Waters, Water-courses, Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage, Tenement or Farm, and premises, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereto, or used therewith. And also all those Messuages, Lands, Tenements and Hereditaments, with their appurtenances called the Chantrey Lands in R. aforesaid. And also all and singular other the Messuages, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Wood-grounds, Rents, Reversions, Services and Hereditaments whatsoever of them the said R. H. M. and I. H. or any or either of them, in or within the Towns, Fields, Parishes, Hamlets, Territories, or Precincts of R. and B. and L. or any or either of them in the said County of O. And also all the estate, right, title, interest, use, possession, and the Reversion and Reversions, Remainder and Remainders, Rent and Rents, Claim and Demand whatsoever of them the said R. H. M. and I. H. and every and either of them, of, in and to the said Mannor and Premises

Of an Advowson.

Of a farm.

Premises

Premises, and of, in and to every part and parcel thereof belonging, or in any wise appertaining. And all Writings, *Of Writings, with appertaining. And all Writings, a Covenant to deliver them by such a time.* Evidences, Deeds, Charters, fines, Escrips, Court-rolls, Exemplifications and Minuments whatsoever concerning the said M. and premises, or any part thereof, which the said R. H. now hath in his possession, or can conveniently come by without sure in Law: And true Copies of all such Writings and Evidences, as do concern the same, or any part thereof, with any other lands, tenements or hereditaments, the same Copies and every of them to be Copied and Written out, at the costs and charges of the said Sir R. D. his heirs and assigns: All which said Writings and Evidences the said R. H. doth hereby covenant for him, his heirs and assigns, to and with the said Sir R. D. his heirs and assigns, to deliver unto him the said Sir R. D. his heirs or assigns, at or before the Feast of St. J. the Apostle, next ensuing the date hereof, safe, whole, uncanceled and undefaced: To have and to hold the said Mannor or Lordship, Advowson, Rectory, Chantrey, Messuages, Tenements, Farm, Lands, Meadows, Pastures, Hereditaments, and all other the premises, with their and every of their appurtenances unto the said Sir R. D. his heirs and assigns, to the only, &c. And the said R. H. for himselfe, &c. doth Covenant, &c. That he the said R. H. now is, and at the time of the first executing of an estate of the said Mannor and premises, by force of these presents unto the said Sir R. D. shall be lawfully and absolutely seized in his Demeasyn, as of Fee-simple to him and his heirs, of and in the said Mannor, Messuages, Lands, Tenements, Advowson, Hereditaments and

Seized in fee-simple.

unto the said Sir R. D. shall be lawfully and absolutely seized in his Demeasyn, as of Fee-simple to him and his heirs, of and in the said Mannor, Messuages, Lands, Tenements, Advowson, Hereditaments and

premisses with their appurtenances, without any manner of Condition or Limitation of any Use or Uses, to alter, change, determine, or make void the same, and without any Reversion or Remainder thereof, or of any part thereof in his Kings Majesty, his Heirs or Successors being made or limited by the said R. H. or I. H. his Uncle deceased, whose heir the said R. H. now is; And that he now hath, and then shall have good right, full power, and Power to lawfull, and absolute authority to grant, *Alien.* bargain, sell and convey the said Mannor, lands & all other the premisses, with the appurtenances unto the said Sir R. D. his heirs and assigns, according to the true intent and meaning of these presents, notwithstanding any Act, had, made, done or suffered by the said R. H. or the said I. H. his said Uncle, or either of them: And that the said Mannor, Messuages, Lands, Advowson, and all other the premisses, with their and every of their appurtenances, now are, and so shall *Freed from* and may for ever hereafter remain, *incumbrances* continue, and be unto the said Sir R. D. his heirs and assigns free and freely, and clear and clearly acquitted, exonerated & discharged, of and from all and all manner of former and other Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Annuities, Statutes-Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Seizures, Condemnations, Rents, Arrerages of Rents, Intrusions, Forfeitures, Mortgages, Fines for Alienation without licence, Debts of Record, Debts to his Majesties estate, Tithes, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by him the said R. H. or by his Assent, Consent, Act, means or procurement, or by I. H. his said Uncle, or either

ther of them, One lease for the term of 20. years
to be accounted from the Feast of
An Exception of the Annuntiation of our Lady St.
Leases. Mary the Virgin in the year of

our Lord God , &c. of parcel
of the premisses made by the said R. H. to one
I. D. wherein the yearly rent of nine pounds is refer-
ved : One other Lease for the term of 20 years , to
be accounted from the Feast of St. M. in the Eigh-
teenth year of the Reign of our late Sovereign Lord
King James over England , &c. of other parcel of the
premisses made by the said R. H. to one C. O. and
whereupon the yearly Rent of 20 l. is reserved : One
other Lease, &c. All which said several Rents, shall
from henceforth be due and payable to the said Sir R.
D. his heirs and assigns , during the several and re-
spective terms aforesaid. And further, the said R.

H. and I. H. for themselves, &c. do
Covenant for qui- Covenant, &c. with the said Sir R.
et enjoying. D. &c. That he the said Sir R. D.

his heirs and assigns, and every of
them , shall and may for ever hereafter quietly and
peaceably have, hold, occupy, possesse and enjoy the
said M. Farm , Advowson, lands and premisses, with
their and every of their appurtenances , without the
let , suit, trouble, disturbance, denial, molestation,
interruption, or eviction of them the said R. H. and
I. H. or either of them , their or either of their heirs
or assigns, or any of them , And without the lawfull
Let, Suit, Trouble, Denial, Molestation, Interrup-
tion or Eviction of all and every other person or per-
sons whatsoever, lawfully claiming by, from or un-
der them the said R. H. and I. H. or either of them,
their or either of their estate, right or title : or by,
from or under I. H. deceased, Uncle of the said R. H.
(except before excepted) And also that they the said
R. H.

R. H. and J. H. parties to these presents, and either of them, their and either of their heirs and assigns, and M. now the wife of the said R. H. and every of them shall and will from time to time, and at all times hereafter, &c. And it is hereby declared, concluded, &c. That all Fines, Feoffments, Recoveries and all other assurances whatsoever, had, made, levied, suffered or executed, to be had, made, levied, suffered or executed, by or between the said parties to these presents, or any of them, of the said M. and premises, or of any of them shall be and enure, and hereby and by all the parties to these presents, are agreed to be and enure, To the only proper use and behoof of the said Sir R. D. and of his, &c. and to none other use, intent or purpose whatsoever: In witness, &c.

Sir Alex. D. being seized of the Mannor of B. in Com. O. for life, with Remainder to his first sonne and his heirs, with Remainder to his second sonne, and so to the tenth sonne, sell the Mannor-House, and half the Lands to Sir T. R. which to secure, settles the Mannor of C. by the Collateral Deed and Bargain and Sale, ut sequitur.

THis Indenture made the day of, &c. Between Sir A. L. on the one part, and Sir T. R. on the other part. Whereas the said Sir T. R. at the enfealing and delivery of these presents, hath paid unto the said Sir A. D. the summe of 2000 l. of currant money of England, in Consideration whereof the said Sir A. D. Dame M. his wife, and the heirs of the said Sir A. are to convey and assure unto the said Sir T. R. his heirs and assigns, All that the Mansion-house and Capital messuage of the said Sir A. D. with all Houses,

ses, Edifices, Barns, Stables, Buildings, Yards, Orchards and Gardens, with their and every of their appurtenances, situate, lying and being in G. B. in the County of O. And also all Trees, Furzes, Woods and Under-woods, with their and every of their appurtenances, standing, growing, lying and being in all or any the Closes and parcels of ground herein after particularly expressed, and also all waters, Fishings and Fish-ponds, being in or between the same, and the moiety of all other Waters adjoining and next to the same, now or late in the possession of the said Sir A. D. situate, lying and being in G. B. aforesaid, in the said County of O. And also all that Close, &c. *reciting the particulars with the buttalls, and boundalls*: And also all usual Wayes, Easements, Profits and Commodities to all and singular the premisses, and to every part and parcel thereof belonging, or in any wise appertaining: And all and singular the Tythes, which at any time hereafter may arise or grow due, out of all or any the premisses aforesaid: All and singular which premisses are situate, lying and being in the Parish of G. B. aforesaid, in the said County of O. Together also with all the Wayes and Passages, now or at any time within the space of three years last past, used or occupied, unto or with the premisses, or any part thereof, for the said Sir T. R. his heirs and assigns, and for his and their Servants, Cattle and Carriages in and through any other the grounds of the said Sir A. D. in G. B. aforesaid, unto the premisses, and every of them intended to be conveyed and assured as aforesaid; In which conveyances and assurances to be made of the premisses, in manner and form aforesaid, there are to be excepted, to and for the said Sir A. D. his heirs and assigns, Lessees, Farmors and Under-tenants, and all his and their Servants, and all others

by

by his and their appointment, necessary and convenient wayes and passages in & through all or any the premises to be conveyed, as aforesaid, unto and from all or any the Closes and Grounds of the said Sir A. D. situate in B. aforesaid, not to be conveyed unto the said Sir T. R. aforesaid. Now this Indenture witnesseth, that for the quiet enjoying of all and singular the before mentioned premises, with their and every of their appurtenances unto the said S. & T. R. his heirs and assigns, and for and in consideration of the summe of 4 s. of current money of England, in hand paid by the said Sir T. R. unto the said Sir A. D. that the said Sir A. D. hath granted, bargained, sold, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, enfeoffe and confirm unto the said Sir T. R. his heirs and assigns for ever, All that his Mannor of C. with the appurtenances in the Parishes of P. or elsewhere in the said County of B. And all Messuages, Closes, Lands, Meadows, Pastures, Woods, and Hereditaments, with their and every of their appurtenances of the said Sir A. D. situate, lying and being in the Town, Hamlets, Fields and precincts of C. and P. aforesaid, or in either of them in the said County of B. And also the Reversion and Reversions, Remainder and Remainders of the said Mannor of C. and of all and singular the premises, with their appurtenances hereby intended to be granted, bargained and sold: And also all the estate, right title, interest, claime and demand whatsoever of him the said Sir A. D. of, in and to the said M. of C. with the appurtenances, and all other the premises, before by these presents mentioned to be granted, bargained or sold: with the appurtenances, and of, in and to every part and parcel thereof; And also all Deeds, Evidences and Writings, touching or concerning the aforesaid bargained premises only, or only any part or

Parcel thereof: To have and to hold the said M. of C. with the appurtenances, and all and singular the afore by these presents bargained premisses, with their appurtenances, and the Reversion and Reversions, Remainder and Remainder of the same, and all the estate, right, title and interest of the said Sir A. D. of, in and to the same, and all Writings only concerning the same, or only any part of the same unto the said Sir T. R. his heirs and assigns: To the only, &c. And the said Sir A. D. for himselfe, his, &c. Deth Covenant, &c. That for and notwithstanding any act or thing by the said Sir A. D. or by Sir T. D. Knight, deceased, late father of the said Sir A. D. done or suffered to the contrary, he the said Sir A. D. now at the time of the enscaling and delivery of these presents, is the true, rightful and lawful Owner of the said M. of C. and of all and singular the afore-bargained premisses, with the appurtenances, and of the same, and of every part of the same, is lawfully seized in his Demeasyn, as of Fee-simple, without any manner of Reversion or Remainder thereof, or of any part thereof in his Kings Majesty that now is, His Heirs or Successors, or in any other person or persons whatsoever: And also that he the said Sir T. R. his heirs and assigns, for and notwithstanding any act or thing by the said Sir A. D. or by Sir T. D. Knight, deceased, as aforesaid, done or suffered to the contrary, shall and may from henceforth for ever hereafter lawfully, quietly and peaceably have, hold, occupy, possesse and enjoy the said M. of C. and all and singular the afore-bargained premisses, with their appurtenances clearly acquitted, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Mortgages, Leases, Feoffments, Joyntures, Dowers, Statutes, Recognizances, Rents, Judgments, Condemnati-

demnations, Executions, Liveries, Ousterlemains, Issues, Amerciaments, Respites of Homage, and of and from all other titles, troubles, charges, estates & incumbrances whatsoever heretofore had, made, committed, caused or done, or hereafter to be had, made, committed, caused or done by the said Sir A. D. and the said Sir T. D. or by either of them, or by any other person or persons whatsoever, lawfully having, or claiming to have any estate, right, title and interest, by, from or under the said Sir T. D. and Sir A. D. or either of them, or the heirs or assigns of them, or either of them: (The Joynture for the life of Dame M. D. now Wife of the said Sir A. and one Lease for about six years to come, heretofore made to I. B. at the yearly rent of 30 l. *per annum*: And one other Lease, made to O. F. for about one year yet to come at the rent of 100 l. *per annum*: And one other Lease, &c. only excepted.) And further, that he the said A. D. his heirs and assigns, and all and every other person and persons lawfully having, or claiming to have, by, from or under them, or any of them, any estate, right, title or interest whatsoever, of, in or to the said Mannor of C. and other the afore by these presents bargained premisses, or of, in or to any part or parcel of the same, shall and will at all times hereafter, at or upon the reasonable request, and at the only and proper costs and charges of the said Sir T. R. his heirs and assigns, a *Covenant pro future. Aff.* so that the said assurance or assurances contain no further or other Warranty or Warranties than onely against Sir A. D. and his heirs, and against all and every other person and persons claiming, by, from or under them, or any of them: Provided always, and upon Condition, that if the said Sir A. D. and such person and persons to whom by any Conveyance or assurance heretofore made, the Reversion or Remain-

der of the said Mannor-house and premisses in B. aforesaid, and intended to be conveyed unto the said Sir T. R. as aforesaid, should or might, or shall remain or come immediately after the death of the said Sir A. D. and Dame M. his Wife, shall within one year next after such person or persons shall attain unto the age of twenty one years at the only Costs and Charges, and at the reasonable request of the said Sir T. R. his heirs and assigns, or of some or one of them, Convey and assure unto the said Sir T. R. his heirs and assigns, and only to their uses and behoofs, All that Capital Messuage and M. house aforesaid, and all other the above recited premisses, as aforesaid, with their and every of their appurtenances, situate, lying and being in G. B. aforesaid, free and clearly discharged of all and all manner of Estates, Titles, Troubles, Charges and Incumbrances had, made or done by the said Sir A. D. or by Sir A. H. Knight, lately deceased, or by, from or under them, or either of them, or the heirs and assigns of them, or either of them, with the like Covenants for the said Sir T. R. his heirs and assigns, in such assurances to be made, as are contained in an Indenture, bearing date the first day of this instant month of M. made between Sir A. D. of the one part, and Sir T. R. in such manner and form, as by the said Sir T. R. his heirs or assigns, or by some or one of them, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required: So that the said assurance and conveyance, assurances and conveyances, contain no further or other Covenant or Warranty, than only against Sir R. D. and his heirs, and against Sir T. D. and his heirs, and against all and every other person and persons claiming, by, from or under them, or any of them: That then, from and immediately after such assurance is made of the premisses, with
their

their appurtenances in G. B. aforesaid, unto the said Sir T. R. in manner aforesaid. This present Indenture, and the Grant, Bargain and Sale therein contained of the said M. of C. and other the premisses in P. aforesaid, with the appurtenances, to be void and of none effect, any thing in these presents contained to the contrary therof in any wise notwithstanding. And then the said Sir T. R. doth by these presents, for himself, his, &c. Covenant, Grant and agree to and with the said Sir A. D. his heirs and assigns, That he the said Sir T. R. his heirs and assigns, shall and will deliver up unto the said Sir A. D. his heirs or assigns, this Indenture to be Cancelled, together with the Evidences hereby granted, and in a Schedule expressed hereunto annexed, and then likewise shall and will at the costs and charges of the said Sir A. D. make such reasonable Assurances and Conveyances, for the better re-assuring and re-conveying of the said M. of C. and premisses by these presents bargained and sold unto the said Sir A. D. his heirs and assigns, as by the said Sir A. D. his heirs or assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required: in witness whereof, &c.

*A Declaration of the use of a Fine, where
several parties joynt.*

THis Indenture Tripartite, made, &c. Between I. A. of, &c. M. his Wife, sole Daughter and Heir of A. F. Gentleman, deceased, T. S. of, &c. and M. his Wife, of the first part, E. D. of, &c. on the second part, and G. D. of, &c. and M. S. of, &c. on the third part: Whereas the said I. D. M. his Wife, T. S. and M. his Wife, have in Michaelmas term in the year of our Lord God, One thousand, &c.

acknowledged and levyd one Fine with Proclamation, according to the Form of the Statute, in due form of Law before the Justices of his Majesties Court of Common-Pleas at *Westminster*, unto the said G. D. and his heirs, of and for all those eight Cottages, with the appurtenances, situate and being in C. W. aforesaid, by the name or names of eight Cottages, two Gardens, and one Orchard, with the appurtenances in W. and C. W. aforesaid: As by the said Fine remaining on Record in the said Court of Common-Pleas at *Westminster*, it doth and may appear. These presents witness, and it is hereby testified, expressed and declared, by and between all the said parties to these presents, and the true intent and meaning of all the said parties to these presents, and to the said Fine then at the time of levying the said Fine was and now is: That the said Fine, and all other Fines levyed, or to be levyed of the premiffes, or any part thereof, or of the same, or any of them, with any other Lands, Tenements or Hereditaments, by or between the parties to these presents, or any of them, and the Uses thereof shall be and enure, and hereby, and by all the parties to these presents, are and shall be adjudged, deemed and taken to be and enure, to the uses, intents and purposes hereafter in these presents expressed, limited and declared, viz. Of, for and concerning all that one Cottage or Tenement, wherein one D. A. Taylor, did lately inhabit, situate in C. W. aforesaid, in a Street there called F. with the Orchard or back-side, Garden and Appurtenances, To the use and behoof of the said G. D. his heirs and assigns for ever: And of, for and concerning all that Cottage or Tenement, wherein the said M. S. doth now inhabit in C. W. aforesaid, in a place there called N. with the back-side and Garden, and appurtenances thereunto belonging or appertaining,

pertaining, To the use and behoof of him the said M. S. his heirs and assigns for ever. And of, for and concerning one other Cottage, &c. to the said I. A. his heirs and assigns for ever ; And of, for and concerning all other the Cottages and Premisses in the said Fine contained, the use whereof is not herein or hereby formerly limited and declared, To the use and behoof of the said E. R. his heirs and assigns for ever, and to none other use, intent and purpose whatsoever. In witness, &c.

*A Condition for the sealing an Acquittance,
or Release of Lands.*

THE Condition, &c. That if the above bounden B. C. do cause I. M. Serjeant at the Law, and E. his Wife, before the Feast of E. next coming at the costs and charges in the Law of the said B. C. by their sufficient deed in the Law, to release, remit and quitclaim to the within named C. D. his, &c. all their right, title, power and interest which the said I. M. and E. his wife, or either of them, have, had, or may have, claim or pretend to have, of, in or to all such Lands, Tenements, &c. That then, &c.

A Bill to pay money.

Memorandum, That I R. S. do owe unto I. M. the full sum of 10 l. of, &c. to be paid unto the said I. M. his, &c. on the, &c. next coming, for payment whereof I the said R. S. do bind me, my, &c. in the sum of, &c. firmly by these presents. Sealed and dated the day and year abovesaid : *Let it be dated as a general acquittance.*

A Release.

BE it known, &c. That I W. B. of, &c. have remised, released, and for me, my heirs, &c. do by these presents remise, &c. unto I. R. of, &c. all and all manner of Actions, Sutes, Quarrels, Debts, Trespasses, Accounts, Covenants, and demands whatsoever, which I the said W. B. now have against the said I. R. or my executors, administrators or assigns, at any time might, ought or could have against the said I. R. his, &c. Executor of I. R. his father, deceased, or otherwise howsoever from the beginning of the world, until the day of the date hereof. In witness, &c.

*A License to let Lands, although prohibited
by Lease.*

WHereas my Tenant W. H. holdeth of me one Tenement in P. in &c. with the appurtenances for certain years yet to come, by an Indenture of Lease dated, &c. wherein he hath expressly Covenanted with me not to let or let out any part or parcel of the said Tenement, without my special licence and consent in writing, in that behalfe to be had, as by the said Indenture amongst, &c. appeareth. These presents witness, that I the said H. K. have licensed, allowed, and do by these presents license and allow the said W. H. to let, set or demise the said Tenement to one R. P. his, &c. for three years next ensuing. Provided, that he the said W. H. shall at his peril see the rent in the said Indenture and other Covenants and payments therein mentioned to be paid on the part and behalf of the said W. H. be duly kept and performed. Dated, &c.

A Letter of Attorney to two to receive possession,

TO all Christian people, to whom these presents shall come, Sir R. D. of, &c. sendeth greeting: Whereas G. S. of, &c. did seale unto the said Sir R. D. and deliver an Indenture bearing date the last day of May, now last past, purporting a Conveyance unto him the said Sir R. D. and his heirs, of all that Messuage or Tenement with the appurtenances, situate and being in B. aforesaid, sometimes thencefore, &c. *setting down the particulars*; To have and to hold the said, &c. to the said Sir R. D. his Heirs and Assigns for ever, as by the said Indenture, it doth and may more fully appear: Now know ye, that the said Sir R. D. hath, and hereby doth authorize, constitute, depure, and in his stead and place, put his well-beloved Friends C. G. of, &c. and T. A. of, &c. and either of them, his true and lawfull Attorneys, joyntly and severally to receive and take for him, and in his name, and to his use, full and peaceable possession and seisin of and in all, or any part of the premises, in the name of the whole, of and from the said G. S. to hold to the said Sir R. D. and his Heirs, according to the tenor, purport, form and effect of the said Indenture. In witness, &c.

A Note of Indorsement of livery of Seisin on the Indenture by vertue of the Letter of Attorney.

Memorandum, That full & peaceable possession and seisin was given and delivered by the within named G. S. of the Messuage or Tenement, Closes and Land within-mentioned unto C. G. of, &c. by vertue
of

of the Letter of Attorney to this present Indenture annexed, for and in the name, and to the use of the within named Sir R. D. and his heirs, according to the true intent and meaning of the said Indenture and Letter of Attorney the day of, &c. in the presence of us whose names are subscribed.

Note. Let the Letter of Attorney be pinned or filed to the Indenture.

An Assignment of a Lease in trust.

THis Indenture made, &c. Between W. P. of, &c. on the one part, and R. P. of, &c. on the other part, Witnesseth, that the said W. P. for divers good causes and considerations him hereunto moving, hath demised, granted, assigned and set over, And by these, &c. unto the said R. P. his Executors and Assigns, All that, &c. *setting down the particulars,* with their and every of their rights, members and appurtenances thereunto belonging; Together with all and every the estate, right, title, interest, use, possession, term for years, claime and demand whatsoever of him the said W. P. of, in and to the said, &c. by vertue of a former Lease or Assignment thereof made to him by one W. R. of, &c. and I. his Wife, or either of them for the residue of a term of 1000 years, then unexpired, or otherwise howsoever; To have and to hold the said, &c. with the appurtenances, during all the rest and residue of the said term of 1000 years which are yet to come and unexpired unto the said R. P. his executors and assigns, Upon the trusts, and to the intents and purposes hereafter mentioned and expressed. That is to say, That
the

the said R. P. and his assigns, shall permit and suffer the said W. P. to have and take to his own proper use and benefit, all and every the Rents, Issues and Profits of the premises, for and during his natural life, without Impeachment of or for any manner of waste; And from and after his decease, the said R. P. or his assigns, shall stand and be possessed, or dispose of the premises, during the residue of the said Term, which shall be then to come to such uses, intents and purposes, as the said W. P. shall by his last Will and Testament in Writing, under his Hand and Seal, and subscribed in the presence of two or more credible Witnesses, nominate and appoint the same; and for want of such Declaration or Limitation to be made, That then the said R. P. shall stand possessed of the premises in trust for the Executors or Administrators of the said W. P. and to none other use, intent or purpose whatsoever. In witness, &c.

E. R. having bought the Mannor of B. and Copy-hold Lands belonging to it, takes a surrender of the Copy-hold Lands in others names, who by Deed, after recital of what Estate they had, make this acknowledgement.

Whereas E. R. of, &c. hath with his own money purchased of I. G. of, &c. amongst other lands, tenements and hereditaments; the Customary, Messuage, Lands, Tenements, and Hereditaments hereafter mentioned, *viz.* Then setting all the particulars with the quantity and number of acres and closes names, and in whose occupation. And also whereas W. P. of, &c. R. W. F. K. and D. G. of, &c. being Customary Tenements of the said M. or B. did surrender into the hands of I. G. being Lord of the said M. All and singular the Customary, Messuage, Lands,

Lands, Tenements and Hereditaments before mentioned, To the use and behoof of us the said W. N. and R. F. to the intent and purpose that the said I. G. or other the Lords of the said M. or these Stewards for the time being at the next Court-Baron to be holden for the said Mannor, should admit, or cause us the said W. N. and R. F. to be admitted Tenants unto all and singular the said, &c. As by the said Surrender bearing date, &c. relation being thereunto had, may more fully, and at large appear. Now know ye, that we the said W. N. and R. F. for the manifesting of the truth of the said Surrender, and for the avoiding and clearing of all questions and doubts which hereafter may arise or grow touching or concerning the said Surrender, taken in our names, as aforesaid, do hereby freely and voluntarily acknowledge, express and declare that the said Surrender was made, taken and done by the special direction and appointment of the said E. R. in trust, to and for the onely uses benefit and behoof of him the said E. R. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; And therefore we the said W. N. and R. F. Do by these presents freely and absolutely disclaim any other estate, right, title or interest, claim or demand, which we or either of us now have, or hereafter may or can have, claim or demand in or to the said Customary, Messuages, Lands and Premisses, or any part thereof, but such as we have only by the trust reposed in us by the Surrender before expressed: In witness whereof we the said W. N. and R. F. have hereunto set our hands and seals, &c.

A Lease in trust.

THIS Indenture made, &c. between Sir R. D. of, &c. on the one part, and W. D. of, &c. R. H. of, &c. and T. S. of, &c. on the other parts, witnesseth, that the said Sir R. D. for divers good causes and considerations him moving, hath demised, granted, set and to farm-letten, and by these presents doth, &c. unto the said W. D. R. H. and T. S. their executors and assignes, All that the Mannor of A. with the rights, members and appurtenances thereof in the said County of B. and all Messuages, Lands, Tenements and Hereditaments whatsoever of him the said Sir R. D. situate, lying and being in A. aforesaid, in the said County of B. And also all that Close of Land, in the Parish of N. in the said County of B. called the *Warren-hill*, with their and every of their appurtenances; And all wayes, easements, passages, profits, Commons and Commodities whatsoever belonging to the said Mannor and Premises, and to every or any of them (except all Timber-trees growing on the premises) or any part thereof: To have and to hold the said Mannor, and all other the premises, with their and every of their appurtenances unto the said W. D. R. H. and T. S. their Executors and Assigns, from the Feast of, &c. last before, &c. for and during, and unto the full end of 24 years, &c. Yielding a Pepper-Corn, &c. Nevertheless, upon this special trust and confidence, and to the intent and purpose that they the said W. D. R. H. and T. S. their Executors and Assigns, shall permit and suffer him the said Sir R. D. and his assigns, during his life, to hold and enjoy the said Mannor and Premises, and to receive and take the Rents, Issues and Profits thereof, to his and their own use, without

out Impeachment of any manner of waste. And also that they the said W. D. R. H. and T. S. their executors and assigns, from and after the decease of the said Sir R. D. shall permit and suffer I. D. Esq; Son and Heir apparent of the said Sir R. D. and his heirs, to hold and enjoy, and to receive and take the Rents, Issues and Profits of the said Mannor and Premises, for so long time as he the said I. D. and his heirs, shall permit and suffer M. D. and R. D. sons of the said Sir R. D. his heirs and assigns, severally and respectively to hold and enjoy, according to their severall and respective Estates and Limitations, to them severally and respectively made, appointed, or to be made and appointed in Trust for them, or either of them by the said Sir R. D. their father, of all that the Mannors of B. and T. in T. with their and either of their Rights, Members and appurtenances thereof, in the said County of B. and all that the Rectory and Parsonage impropriate of T. aforesaid, and of all that third part of the Mannor of C. with the Rights, Members and Appurtenances thereof in the said County of B. And also to the intent and purpose, that if the said I. D. his heirs and assigns, shall at any time during the term hereby demised, disturb, hinder or molest the said M. D. and R. D. the son, or either of them, their, or either of their heirs or assigns, in the quiet holding or enjoying of all or any the Mannors, Lands, Tenements or Hereditaments to them, or in Trust for them, severally and respectively limited and appointed by the said Sir R. D. their father, as aforesaid, or shall crosse, or hinder any the limitations or estates, made or appointed by the said Sir R. D. to or for the said M. and R. D. as aforesaid, whereby or by reason whereof they the said M. D. and R. D. the son, or either of them, their heirs or assigns, shall not, or may not quietly hold and enjoy, and take the profits

of the Mannors, Lands, Tenements and Hereditaments to or for them, or either of them, severally and respectively limited and appointed by their father Sir R. D. as aforesaid; That then, and immediately from and after such disturbance and hindrance used and done by the said I. D. his heirs or assigns: They the said W. D. R. H. and T. S. their, &c. shall permit and suffer them the said M. D. and R. D. their heirs and assigns, severally and respectively to take and receive the Rents, Issues and profits, of the Mannor of A. and all other the premisses hereby demised, for all such time and terms of years, as shall be to come and unexpired at the time of such Disturbance and Hindrance made or done by the said I. D. his, &c. Provided alwayes, that if the said Sir R. D. at any time during his life, shall be minded to make void these presents, and the estate hereby granted, and shall by any writing, under his Hand and Seale, Subscribed in the presence of two credible persons, or more, declare such his mind and intention, for the making void thereof: That then, from and after such Declaration in writing made and subscribed by the said Sir R. D. as aforesaid, This present Indenture, and the estate hereby granted, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. In witnesse whereof, &c.

A Lease in trust.

THIS Indenture made, &c. Between Sir R. D. of, &c. on the one part, W. D. of, &c. R. H. and T. S. &c. on the one part, Witnesseth, that the said Sir R. D. for, &c. setting down the Demise, *ut supra*, though of other lands, with the *Habendum* and *reddendum, ut supra*: Nevertheless, upon this speci-

all trust and confidence that they the said W. D. R. H. and T. S. their, &c. shall permit and suffer him the said Sir R. D. and his assigns, during his life, to hold and enjoy the said Mannor and Premisses, and to receive and take the rents, issues and profits thereof to his and their own use. And also upon this further special trust and confidence that they the said W. D. R. H. and T. S. their, &c. from and after the decease of the said Sir R. D. shall imploy yearly out of the profits of the said M. and premisses, the sum of 50 l. of, &c. for the Education and bringing up of M. D. Gentleman, second sonne of the said Sir R. D. for, and until he the said M. shall attain unto the age of nineteen years; And also that they the said W. D. R. H. and T. S. their, &c. from and after the said M. D. shall attain his said age of nineteen years, during the residue of the said term, shall raise out of the profits of the premisses, the summe of 80 l. *per annum*, for and towards the maintenance, and for the portion of him the said M. D. And also at the end of the term hereby demised, shall and will yield and deliver the rest and residue of all the profits of the premisses by them received or raised unto him the said M. D. or to his issue, if any issue of his body be then living. And if the said M. D. before his said age shall die without issue, that then they the said W. D. R. H. T. S. their, &c. from and after the decease of the said M. D. without issue, as aforesaid, shall yield and deliver unto I. D. Esquire, eldest son an heir apparent of the said Sir R. D. at his age of nineteen years, or to such issue of his body as shall be living at such time as the said I. D. shall have accomplished his said age of nineteen years if he had lived, all such rents, summe and summes of money, as they, or any of them shall have received or taken out of, or for the said Mannor or Premisses, and eve-

ry or any of them. And if the said J. D. before his said age of nineteen years shall die without issue, that then they the said W. D. R. H. and I. S. their, &c. from and after the decease of the said J. D. as aforesaid, shall yield, pay and deliver unto R. D. Gent. youngest son of the said Sir R. D. at his age of nineteen years, or to such issue of his body as shall be then living, all such rents, sum and sums of money as they, or any of them shall have received or taken out of, or for the said M. and premisses, and every or any of them. *Cum eadem potentia revocat. prout ultim. significat.* In witness, &c.

A Declaration of trust, with a Declaration of uses by the Trustee.

THIS Indenture made, &c. between A. Lady D. of &c. Widow on the one part, and Sir I. D. Sir I. C. Sir R. L. I. C. I. C. I. L. T. I. W. M. and W. G. of, &c. separation on the other part. Whereas the said Sir I. D. I. C. and I. C. do stand jointly seized in Fee with the said A. Lady D. of, and in right that the Mannor of L. in the County of L. with the Rights, Members and Appurtenances thereof, and of all that the Capital Messuage or Mansion-house of L. aforesaid, and of all and singular Messuages, Lands, Tenements, Totes, Cottages, Mills, Meadows, Clofes, Pastures, Leasows, Commons, Waste grounds, Furze, Heath, Woods, Under-woods, Waters, Moors, Wayes, Fishings, Court-Leers, Views of Frankpledge, Waits, Estrayes, Ryaltries, Franchises, Rents, Reversions, Services, Profits, Commodities, Liberties, Priviledges and Hereditaments whatsoever to the said Mannor, or any part thereof belonging, or appertaining, or reputed, deemed, occupied, or taken as part, parcel, or member of the said Mannor of L. aforesaid, and of all that Messuage with the appurtenances

G

purtenances in L. aforesaid, in the possession of W. C. or his assigns ; as by the conveyance thereof to them made by G. A. Esq; it doth and may more fully appear. And whereas the said T. L. T. I. and W. G. do also stand joyntly seized to them & their heirs, of and in all and all manner of Tithes, of what nature, condition, or quality whatsoever, and of all Demises, Pensions, Portions, Oblations, Emoluments and Profits whatsoever coming, growing, renewing, arising, encreasing, issuing, or going out of any the Lands, Meadows, Pastures, or Woods in L. in the said County of L. or being parcel of the Demeasns of the Mannor of L. with their and every of their rights, members and appurtenances, and of all and singular Gleab-lands, Tenements, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the Rectory and Parsonage of L. aforesaid, belonging or appertaining, lying or being amongst the Demeasns-lands of L. aforesaid ; and also of all and all manner of Tithes, coming, growing, renewing, or increasing, in, or upon the said Gleab-lands, Tenements and Hereditaments, or any of them, and of all other the Tithes, coming, growing, renewing, or increasing in L. aforesaid, as by the conveyance thereof to them made by W. C. and G. A. it doth and may appear. And whereas the said Sir J. C. Sir R. L. and W. M. do stand possessed and interessed for divers years yet enduring, of, and in all that pasture-ground, containing by estimation one hundred and twenty acres, be it more or lesse lying in L. in the Parish of S. in the said County of B. called or known by the name of the North ground, with the tenement, and all other the edifices and buildings thereupon standing, as by the Lease thereof to them the said Sir J. C. Sir R. L. and W. M. by J. I. and A. his Wife, dated the nineteenth day of, &c. it doth and may appear.

pear. Now these presents witness, and it is hereby declared, testified and expressed, by all the said parties to these presents, that all and every the several parties to these presents, do stand so seized and interested of all and every the premises respectively, only in trust for the said A. Lady D. and to her use, and that they the said Sir I. D. Sir I. C. Sir R. L. I. B. I. L. T. L. T. I. W. M. and W. G. and every of them, and the Heirs and Executors of the Survivor and Survivors of them, shall at the requests and costs of the said A. Lady D. convey and dispose the premises, and every of them respectively, to such person and persons as she the said A. Lady D. shall in her life-time under her hand, or by her last Will in writing, appoint or give consent unto. And the said A. Lady D. doth hereby also declare, that her intent is, in case she should not in her life-time, as aforesaid, or by her last Will make any Declaration of her intent for the disposing of the premises, or in case she the said A. Lady D. shall make such Declaration for part, and not for other part, then the said parties trusted, and every of them, shall respectively convey their several Estates in the premises, or of so much thereof, as she the said A. Lady D. shall not so make a Declaration of to W. D. Esq; second son of the said A. Lady D. and to his Heirs, Executors, and Assigns, according to the intent of these presents; and shall alwayes permit her and her Assigns, as aforesaid, to receive and enjoy all and every the rents and profits of the same. In witness whereof, &c.

*A Letter of Attorney to demand a Rent
according to a Lease.*

TO all Christian people to whom, &c. E. F. of,
&c. and I. P. of, &c. send greeting in our Lord
G 2 God

God everlasting. Whereas the said E. F. and I. B. by their Indenture dated the fifth day of, &c. did demise and grant unto I. B. of C. in the said County of B. Yeoman, and his Assigns, all that Wood ground, with the soyl thereof, called by the name of W. wood, containing by estimation 60 acres, were the same more or less, with the appurtenances therunto belonging, lying in the Parish of C. aforesaid, to hold the demised premisses to the said I. B. and his assignes, from the Feast of the Birth of our Lord God then last past, for the term of twenty one years from thence next ensuing, by and under the yearly rent of thirty pounds six shillings and four pence, payable to the said Edmund F. and I. P. at the Feast of the Nativity of St. John the Baptist, and the Birth of our Lord God, by equal portions, at the Font-stone in the Temple-Church, London, with this special Proviso or Condition in the said Indenture contained, That if the said yearly Rent, or any part thereof, should be unpaid in part, or in all, at the place aforesaid, by the space of ten dayes next after either of the said Feasts, or dayes of payment, the same being lawfully demanded, that then, and at all times afterwards, it should be lawful for the said E. F. and I. P. and their assignes, to recesse upon all the premisses, and the same to have again, retain, repofess and enjoy, as in the former estate and right, as by the said Indenture, amongst other things herein contained, appeareth. Now know ye, that the said Edmund F. and I. P. have, and hereby do demise, constitute and appoint, and in their stead and receipt put their well beloved friend I. H. of L. Esq. their lawfull Attorney, for them, and in their name, to receive and demand, according to the Proviso in the said Indenture contained, the half-years rent that shall grow due upon the said Demise, by the said I. B. or his assignes, being the sum of fifteen pound

pound three Shillings and two pence, at the Feast-day of the Birth of our Lord God now next ensuing; And also they the said *Edmund F.* and *I. P.* do hereby authorize and appoint the said *I. H.* to demand the said rent and sum at the time and place in the proviso in the said recited Indenture, mentioned for payment thereof, according to the Proviso or the intent thereof. And the said *E. F.* and *I. P.* do hereby further authorize and appoint the said *I. H.* from time to time, and at all times, during the continuance of the said Term that shall be unexpired and to come, at or after the said Feast-day of the Birth of our Lord God now next ensuing, for them, and in their names, to ask and demand on the tenth day next after either of the said Feasts or dayes of payment, according to the Proviso in the said Indenture contained, all such rent and rents that shall grow due to be paid upon the said Demise, at either of the said Feasts, by the said *I. B.* or his assigns, at the time and place in the Proviso of the said recited Indenture mentioned for payment thereof, according to the purport and form of the same, ratifying and allowing all and whatsoever the said *I. H.* shall do in the premises, as if they themselves were personally present, and did demand the same. In witness, &c.

Authority to demand a rent. Toties quoties.

A Letter of Attorney to re-enter upon the former Letter of Attorney.

TO all Christian people, to whom, &c. *E. F.* of, &c. and *I. P.* of, &c. send greeting: Whereas, &c. reciting the Indenture mentioned in the former Letter of Attorney, and then reciting that whereas the said *E. F.* and *I. P.* by their Letter of Attorney dated, &c. did

authorize and appoint I. H. of, &c. to ask and demand in their names, and to their use, the half-years rent, &c. viz. the summe of 15 l. 3 s. 2 d. which was then to grow due and payable at the Feast day of the Birth of our Lord God, then next ensuing, and for non-payment whereof the said E. F. and I. P. by a Proviso in the said recited Indenture, might lawfully re-enter, if the same should be behind by the space of ten dayes, after the said Feast according to the form and effect of the said recited Indenture and Proviso. And whereas the said I. H. did demand the said half-years rent of 15 l. 3 s. 2 d. due and payable by the vertue of the said proviso, and the power to him given by the Letter of Attorney aforesaid; Yet notwithstanding the said I. B. and his assigns, nor either of them, have not paid the said half-years rent, according to the reservation and Proviso of the said recited Indenture: Now know ye, that the said E. F. and I. P. have, and hereby do depute, constitute, ordain and appoint their said Well-beloved friend I. H. their true and lawfull Attorney for them, and in their names, and to their use, into all and every the premisses, demised by the said recited Indenture unto the said I. B. and his assigns, to re-enter, and the same to have, detain and keep for them, and to their use, according to the power and Condition in the said recited Indenture mentioned, ratifying, allowing, *ut supra*, in the former. In witness, &c.

An Indorsement of Attornment of Tenants.

Memorandum, that before the enscaling of these presents, the within-named E. B. did by Indenture made between him and the within-named R. C. on the one part, and N. C. of the other part, bearing

bearing date, &c. for a certain summe of money mentioned by the said Indenture to be paid, grant, bargain, demise and lease the premisses within-mentioned unto the said N. and A. D. of, &c. did after the enfealing and delivery of these presents, viz this present fiftenth day of, &c. attorn and agree to this conveyance in the presence of, &c.

An Indenture of Covenants, Declaring that a mans name is but only used in Trust, in the taking of an Assurance.

THIS Indenture made, &c. Between T. B. of the one part, and A. B. of, &c. of the other part, witnesseth, Whereas T. H. by his Indenture of Bargain and Sale bearing date, &c. made between, &c.

for the consideration therein mentioned, did grant, bargain and sell unto the said T. B. and A. B. their heirs and assigns, all that Messuage, Farm

or Tenement, with the appurtenances, and all those three Yard-lands of Meadow, arable and pasture, with all and singular their appurtenances in F. n. the said County of L. now or late in the tenure of the said T. H. or his assigns, to hold the said Messuage or Tenement, and three Yard-lands, with the appurtenances to the said T. B. and A. B. their heirs and assigns for ever, and did covenant by the said Indenture to levy one fine, *Sur Conuizance de droit come ceo, &c.* of the premisses to them the said T. B. and A. B. and their heirs, as by the said Indenture, (amongst, &c.) appeareth. Now this Indenture witnesseth, That the said A. B. was only named in trust by the said T. B. to and for the use of the said T. B. his heirs & assigns, and that the said sum of five hundred pound mentioned in the said Indenture, to be the

Consideration for the said purchase, was the proper money of the said T. B. And the said A. B. doth covenant, &c. that he the said A. B. his heirs and assigns, from time to time, and at all times hereafter,

upon the request, and at the costs
To convey lands and charges in the Law of the said T.
according to the B's heirs or assigns shall and will
Trust. convey and assure the premisses, and

all his estate, title, and interest therein, unto the said T. B. and his heirs, to the use of the said T. B. and his heirs, or to any other person and persons, and their heirs, to the use of them and their heirs, as the said T. B. or his heirs shall direct or appoint, acquitted and discharged of, and from all charges and incumbrances, had, made, or done by the said A. B. or by, from or under any other person or persons whatsoever, claiming by, from or under him.

And the said T. B. doth covenant,
To save him selfe &c. That he the said T. B. his
from any damage heirs, executors, or administrators,
happning by reason or some, or one of them, shall and
of the joynt E- will from time to time, and at all
state, times hereafter, save and keep

harmless the said A. B. his heirs, executors, and administrators, his and their lands and goods, or, and from all manner of damage, loss and hinderance which shall or may hereafter happen to arise or grow, for or by reason of the said joynt estate, seized and raised by the said A. B. and T. B. in Trust for the said A. B. as aforesaid.

At Acquittance for money paid in part of a purchase.

Quintodie D. &c.

R Eceived by me T. H. the day and year above written of T. B. the sum of, &c. as part of the

money agreed to be paid for the purchase of certain lands in F. in Com. L. according to certain articles of agreement indented, bearing date, &c. made between, &c. In witnesse, &c.

The manner of indorsing an Attornment of Tenants.

Memo^randum, that R. C. of, &c. assignee of H. G. &c. and the rest of the Tenants and Farmers of the premisses with n mentioned, by vertue of several Leases thereof made unto them, by the within-named W. G. did severally Attorn and become Tenants of, and of their several and respective interests in the premisses to the within-named C. G. this present tenth day of, &c. and the said several Tenants, and every of them, have given unto the said C. G. one penny in the name of Attornment, in the presence of, &c.

A Release of interest in Lands.

TO all, &c. R. E. of, &c. sendeth Greeting :
Know ye, that the said R. E. for and in consideration of the sum of, &c. to him in hand paid by T. H. of, &c. hath given, granted, remised, released, and quit claimed, and by these presents doth, &c. unto the said T. H. all his estate, right, title, interest, term of years, claim and demand whatsoever, which he the said R. E. now hath, or may claim to have, of, in, or to one Messuage or Tenement, with the appurtenances commonly called or known by the name of, &c. situate, lying, and being in, &c. and of, and in all the lands, tenements and hereditaments whatsoever to the said messuage or tenement belonging, or appertaining, or to, or with the same now used, occupied or enjoyed. In witnesse, &c.

A Condition to save a Surety harmless from a Recognizance.

THe Condition, &c. That whereas the said I. C. and A. G. together with the above-bounded R. P. and for him by Recognizance acknowledged before Mr. T. G. one of the Kings Majesties Justices of the Peace for the County of, &c. the said R. P. hath acknowledged to our Sovereign Lord the King, twenty pound, and the said A. G. twenty, and the said I. C. twenty pound. That he the said R. P. shall from henceforth for ever keep his Majesties Peace towards one W. B. &c. as by the said Recognizance entered into, as aforesaid, at large appeareth: If therefore the said R. P. his, &c. from time to time, and at all times hereafter, do clearly acquit, discharge, and save harmless the said I. C. his, &c. and all his and their lands, tenements, goods and chattels, and every of them, as well against our said Sovereign Lord the Kings Majesty, His Heirs and Successors, as against all and every other person and persons, of, for, or concerning the said sum or penalty of, &c. and also of all other costs, charges and troubles that may surely come or arise for or concerning the same; that then, &c.

A Disavowment of a Sute.

TO all, &c. I. L. of, &c. sendeth greeting, &c. Whereas a Sute hath been of late Commenced and Prosecuted for me, and in my name, in His Majesties Court of Kings Bench at *Westminster*, against M. L. for, &c. (setting down for what) which said Sute as yet dependeth in the said Court. Now know ye, that the said Sute was Commenced, and is prosecuted without

without any warrant or allowance of me, and I therefore do hereby renounce and disavow the said Sure, and all and every other lute or lutes attempted or prosecuted against the said M. L. for me and in my name, for or by reason of the said bond, or any other cause or matter whatsoever. In, &c.

Warrant for the keeping of a Court.

W Hereas I have received direction from the Right Honorable R. E. of D. to hold a Court-Baron for his Lordships Mannor of S. within, &c. These are to let you understand, that I have appointed the 9th. day of, &c. next, being *Tuesday*, for the holding of the said Court, at or in the Hall of the said M. house, and do therefore hereby request and require you to give notice of the said time and place appointed for the holding of the said Court unto all and every the Suters and Tenants of the said Mannor, and that you warn them, and every of them, to be then and there present by 8. of the clock in the fore-noon to give their attendance; And that also at the time and place aforesaid, you return before me a Jury of the Suters and Tenants of the said M. to enquire of such matters as shall be by me given to them in charge; and hereof, &c. Given under my hand and seal, &c.

An Indenture of Covenants between Executors.

T His Indenture made, &c. Between E. C. of, &c. on the one part, and W. A. of, &c. on the other part. Whereas A. W. Widow, late deceased, by her last Will & Testament in writing, named, ordained and constituted the said E. C. and W. A. to be execu-

*Recital of
the Bond.*

ors of the same her last Will and Testament, as by the same Will and Testament, amongst other things, appeareth; Now this Indenture witnesseth, That it is mutually covenanted and agreed by and between the said parties to these presents in manner and form following. And first, the said E. C.

To renounce ex- doth covenant, &c. That he the
ecutorship. said E. C. shall and will before the
end of *Michaelmas* term next ensu-

ing the date hereof, if he shall be thereunto required by the said W. A. his Executors or Assigns in due form of Law, and at the costs and charges in the Law of the said W. A. his, &c. refuse and renounce his said Executorship. And

Not to meddle the said E. C. doth farther cov-
with the goods. nant, &c. That neither he the said
E. nor his Executors, nor Admi-

nistrators, shall or will intermeddle with the Administration of any part of the Money, Plates, Debts, Credits, and other the goods and chattels of the said Testator, without the consent of the said W. A. his, &c. but shall and will from time to time, and at all times hereafter, permit and suffer the said W. A. his, &c. to administer all such moneys, debts, credits, and other the goods and chattels of the said Testator, without the let, trouble, interruption or disturbance of the said E. C. his, &c. or of any other person or persons whatsoever, lawfully claiming by, from or under the said E. C. or by his means, privity or procurement.

Not to release And also that neither he the said E.
a creditor. C. nor his, &c. shall at any time hereafter make, or cause to be made any release, acquittance or other discharge to any person, for or concerning any of the debts, credits, goods or chattels of the said Testator, nor shall do-

or suffer, or cause to be done or suffered, any Act or Acts, Thing or Things, in or about the Execution of the said last Will and Testament, without the assent, consent and agreement of the said W. A. his, &c. And the said W. A. in consideration of all and singular the premisses, doth Covenant, &c.

That he the said W. A. his, &c. shall *To save harm-*
and will from time to time, and at all *less.*
times hereafter, defend, discharge,

and save harmless the said E. C. his, &c. against all and every person and persons whatsoever, of, for and concerning all and all manner of Actions, Sutes and demands hereafter to be had, made, or brought against the said E. C. his, &c. for or by reason of the said Executorship, or the said last Will and Testament.

And that the said W. A. his, &c. shall
and will from time to time, and at all *To pay all*
times hereafter, pay and satisfie unto the *charges.*

said E. C. his, &c. such costs, charges
and expences as the said E. C. his, &c. shall at any
time hereafter be put unto, for or by reason of any
cause, matter, or thing, touching or concerning the
said Executorship, or the said last Will and Testa-
ment of the said A. W. And the said

W. A. doth further covenant, &c. That *To perform*
he the said W. A. his, &c. shall and *the will.*
will well and truly fulfill, accomplish,

and perform the said last Will and Testament of the
said A. W. and well and truly content and pay all and
every the Legacies, gifts and bequests contained and
specified in the same last Will and Testament, accord-
ing to the Tenor, Purport, and True meaning of
the same. In witness, &c.

*An Indenture in Consideration of a Marriage
in lieu of Joynture.*

THis Indenture made, &c. Between M. F. of the one part, and I. I. and I. F. of the other part, Witnesseth, that the said M. F. for and in consideration of a Marriage, heretofore had and solemnized between the said M. F. and C. his now wife, and for and in full satisfaction and recompence of such Joynture or Dower as she the said C. shall have or challenge, out of, or in, or to all or any of the Messuages, Lands, Tenements or Hereditaments of the said M. F. in case the said C. shall survive and over-live the said M. F. And for the continuance, setting and establishing of the said Messuages, Lands, Tenements and Hereditaments hereafter mentioned, in the name, blood and kindred of the said M. F. so long as it shall please Almighty God, and for divers other good causes and considerations him the said M. F. hereunto moving, doth covenant, &c. That he the said M. F. and his heirs, and all and every person and persons, and their Heirs now standing, or being seized, or which at any time hereafter shall stand or be seized of, or in all that Capital Messuage, with the Appurtenances, commonly called or known by the name of H. in B. aforesaid, in the said County of S. in the tenure or occupation of the said M. F. or his Assigns, and of and in all and singular the Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods and Hereditaments whatsoever, with their and every of their Appurtenances to the said Capital Messuage or Tenement, belonging or appertaining, or to or with the same at any time heretofore used, occupied or enjoyed, as part, parcel or member thereof,

of, shall and will from henceforth stand
 and be seized thereof, and of every part *To stand for*
 and parcel thereof, to the uses, intents *red.*
 and purposes hereafter mentioned, That
 is to say, to the use and behoof of the said M. F. and
 C. his wife, and their Assignes, for and during
 their natural lives, and the life of the
 longer liver of them, without impeach- *The uses.*
 ment of, or for any manner of waite, &
 from and after the decease of the Survivor of them
 the said M. and C. then to the use and behoof of the
 Heirs of the body of the said M. F. and C. lawfully
 begotten; and for default of such issue, then to
 the use and behoof of the right heirs of the said M.
 F. for ever. And the said M. F. doth further co-
 venant, &c. That he the said M. F. at
 the time of the sealing and delivery of *To have*
 these presents, is, and standeth seized of a *power to*
 good, perfect and indefeazible estate in *raise uses.*
 Fee-simple, of and in the said Messuages,
 Lands, Tenements, and Hereditaments, and of
 and in every part and parcel thereof, and that he
 hath lawfull power and authority by these presents,
 to raise, limit and appoint the aforesaid several uses
 and Estates, and that all and singular the premises,
 with their and every of their Appurtenances, now
 are, and so at all times, and from time to time here-
 after shall be, remain and continue unto
 the uses, intents and purpose before, *Discharged*
 in and by these presents limited, expres- *of incum-*
 sed and declared, free and clear, and *brances.*
 freely and clearly acquitted and dischar-
 ged of, and from all and all manner of former and o-
 ther Bargains, Sales, Gifts, Grants, leases, Joyn-
 tures, Dowers, Wills, Entrails, &c. and of and from all
 other Titles, Troubles, Charges and Incumbrances
 whatsoever. In witness, &c. *words*

*words to be used upon the Delivery
of Possession.*

I Do deliver you possession and seizin of this house, or of this parcel of land, in the name of all the rest contained in this Deed or Indenture; To hold to you and your Heirs and Assigns for ever, according to the Tenor, form and effect of this present Writing or Indenture.

*A Conveyance of Land by three Co heirs, and
their Husbands, well paid.*

THis Indenture made the Twentieth day of March, in the Tenth year of the Reign of our Sovereign Lord Charles, by the grace of God, of England, Scotland, France, and Ireland, King, Defender of the Faith, &c. Between W. S. of B. in the County of B. husbandman, and I. his Wife, W. M. of L. R. in the Parish of Princes Risborough, in the said County, husbandman, and A. his wife, and F. W. of P. R. aforesaid, in the said County husbandman, and A. his wife, and E. A. of the Parish of P. R. aforesaid, and S. his wife, on the one part, and I. M. of H. aforesaid, in the said County husbandman, on the other part, Witnesseth, That the said W. S. and I. his wife, W. M. and A. his wife, and F. W. and A. his wife, for and in Consideration of the summe of One hundred and ninery pounds of currant money of England, to them the said W. S. I. his wife, W. M. and A. his wife, F. W. and A. his wife, E. A. and S. his wife, by the said I. M. in hand paid before the en-sealing hereof, the receipt whereof the said W. S.

&c.

&c. do hereby acknowledge, and thereof do jointly and severally exonerate and discharge the said I. M. his Heirs, Executors and Administrators, and every of them, for ever by these presents. And for *The Grant.*

other good causes & considerations them moving, have, granted, aliened, bargained, sold, enfeoffed, and confirmed, and by these presents for them and their heirs, do jointly and severally Grant, Alien, Bargain, Sell, infeoffe and confirm unto the said I. M. his heirs and assigns for ever, All that Messuage, Tenement, or dwelling house, with the appurtenances situate, lying and being, at or near a place called W. A. in the Parish of B. alias B. in the said County of B. wherein the said W. S. now dwelleth, and wherein one W. W. deceased, father of them the said I. A. and A. did lately dwell and inhabit, and all those five several Closes of Arable Land, Meadow, Pasture and wood-ground belonging to, or used with the said Messuage, Tenement and dwelling house, lying and being in the Parishes of B. aforesaid, W. and H. or in some or one of them in the County of B. And also all and singular houses, Edifices, Buildings, Barnes, Scables, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Common of Pasture, Wayes, Easments, Passages, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuage, Tenement and dwelling house and premisses, or to any of them belonging, or in any wise appertaining, or accepted, reputed, taken, known, or demised, letten, used, occupied or enjoyed as part, parcel or member thereof. And all other the Lands,

Tenements and Hereditaments whatsoever of them the said W. S. and I. his wife, W. M. F. W. E. A. and every and either of them, situate, lying and being in the Parishes of B. W. and H. aforesaid, or in any or either of them. And also all the estate, right, title, interest, use, possession, reversion and reversions, Remainder and Remainders, Rent and Rents, claim and demand whatsoever of them the said W. S. and I. his wife, W. M. F. W. E. A. and every and either of them, of, in and to the said Messuage, Tenement or dwelling-house, Closes, Lands, and all other the premises, and of, in, and to every part and parcel thereof, with their and every of their Appurtenances: And all Writings, Evidences, Deeds, Charters, Fines, Escheaps and Minuties whatsoever, concerning the premises, or any part thereof; And true Copies of all such Writings and evidences as do concern the premises, or any part thereof, with any other Lands, Tenements or Hereditaments which now be in the hands, custody or possession of them the said W. S. W. M. F. W. E. A. or any, or either of them, or which they, or any of them, may lawfully get or come by without force in the Law, the same Copies, and every of them to be copied and written out at The Haben. the costs of the said I. M. his heirs dam, or assignees; To have and to hold the said Messuage, Tenement or dwelling-house, Closes, Lands, and all other the premises, with their appurtenances, unto the said I. M. his heirs and assignees, To the only proper use and behoof of the said I. M. his heirs and assignees for ever; And the said W. S. W. M. F. W. E. A. for them and their heirs severally and not jointly, nor one for the other, the said Messuage

Messuage or Tenement, clothes, lands, and all other the premises, with the appurtenances, unto the said I. M. his heirs,

Warranty.

against them the said W. S. W. M. F. W. E. A. and every of them, their and every of their heirs and assigns, Shall and will warrant, and hereby do jointly and severally grant to warrant, and for ever defend by these presents: And further, the said W. S. &c. for themselves severally, and not jointly, nor one for the other, and for their and every of their several and respective Heirs, Executors and Administrators, and for every of them, do and doth Covenant, promise and grant to and with the said I. M. his heirs and assigns and to and with every of them by these presents, that they the said W. S. &c. for and notwithstanding any act or thing by them, or any of them, done or suffered to the contrary, if now are, or some of them is, and at the Seized in time of the first executing an estate of the Fee.

premises, with the appurtenances, unto the said I. M. Shall be lawfully and absolutely seized in their, or some of their demesain, as of fee-simple to them and their heirs, or to some of them and their heirs, of and in all and every the premises, with the appurtenances; And that for and notwithstanding any such act or thing by them the said W. S. &c. or by any other of them done or suffered to the contrary, as aforesaid,

they the said W. S. &c. now have, or *Power to* some of them now have or hath, and *alien.*

shall have good right, full, power, and lawfull authority to grant, bargain, sell and convey the said Messuage or Premises, with the appurtenances, unto the said I. M. his heirs and assigns, according to the intent and meaning of these

presents ; And that the said Messuage , Tenement or dwelling house, closes, lands, *Free from* and all other the premises with the *incumbrances* appurtenances , now are , and so shall and may for ever hereafter remain , continue , and be unto the said

J. M. his heirs and assigns , free and freely, and clear and clearly Acquired, Exonerated and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, uses, wills, intails, Annuities, Statutes Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Condemnations, Rents, Arrearages of Rents, intrusions, forfeitures, Issues, Amerciaments, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done or suffered by them, the said W. S. &c. or by any or either of them, or by their or any or either of their means, assent, consent or procurement, The rents and services from henceforth to be due and payable, for the premises, to the chief Lord and Lords of the Fee or Fees of the premises, for and in respect of their Seigniorities of the same, only excepted and foreprized. And that he the said J. M.

Quiet enjoy- his heirs and assigns, and every of *ing.* them shall and may for ever hereafter,

quietly and peaceably have, hold, occupie, possesse and enjoy the said Messuage, Tenement or dwelling house, closes, lands and all other the premises with the appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said W. S. &c. and every and either of them, their and every and either of their heirs and assigns;

signs; And without the let, sure, molestation,
 interruption or eviction of all and every other per-
 son or persons whatsoever, lawfully claiming, by
 them or under them, or any or either of them, their
 or any or either of their estate, right or title, And
 also that they the said W. S. &c. their
 Heirs and assigns, and every and either
 of them shall and will from time to time
 and at all times hereafter, during the
 space of seven whole years next ensuing the date
 hereof, at the requests and costs in Law of him the
 said I. M. his Heirs and Assigns, do make, suffer,
 acknowledge and execute, and cause and procure
 to be done, made, suffered, acknowledged and
 executed, all and every such further and other law-
 full and reasonable act and acts, thing and things,
 devise and devises, assurance and assurances in
 the Law whatsoever, for the further, better and
 more perfect assurance, surety, sure-making, and
 Conveying of the said Messuage, tenement, or
 dwelling-house, closes, lands, and all other the
 premisses with the appurtenances unto the said I.
 M. his Heirs and Assigns; Be it by Fine, Feoff-
 ment, Release, Confirmation with Warranty of
 them the said W. S. &c. their and every or any
 of their Heirs and Assigns, Recovery or Reco-
 veries, with single or double Voucher or Vouchers,
 Deed or Deeds, enrolled or not enrolled, the en-
 rollment of these presents, or by all or any the said
 wayes or means, or by any other lawfull or reason-
 able wayes or means in the Law whatsoever without
 warranty, or with the like warranty as aforesaid,
 as by him the said I. M. his Heirs and Assigns, or
 his, their or any of their Council learned in the
 Law, shall be reasonably devised, or advised and
 required; All which further or other assurance,

*Further
 assurance.*

by fine or otherwise shall be and enure, and hereby are and shall be adjudged, deemed and taken to be and enure, To the only proper use and behoof of the said I. M. his, &c.

An Indenture of Bargain and Sale of a Messuage and Lands, in consideration of a surrender of a Lease of other Lands, with good Covenants.

This Indenture made, &c. Between R. D. of T. in the County of, &c. Whereas the said K. C. now holdeth by Lease for certain years yet to come, one Messuage or Tenement, with the appurtenances thereunto belonging, wherein the said K. C. doth now inhabit and dwell, situate and being in F. aforesaid, and divers Closes, Lands, Meadows, Pastures, Wood-grounds, and hereditaments thereunto belonging or appertaining, lying and being in F. aforesaid, the Reversion and Inheritance in Fee-simple of which said Messuage, Lands and Premises now being in, and belonging unto them the said R. D. and I. P. and their heirs; And whereas the said K. C. hath, and hereby doth Surrender up, grant, bargain, and sell all her right, title, estate, interest, term for years, claim and demand whatsoever of her the said K. C. of, in and to the said Messuage or Tenement, Closes, Lands, Wood-grounds and premises in the said Lease particularly mentioned and expressed, and hath delivered up the said Lease to be Cancelled unto them the said R. D. and I. P. in consideration of which said Surrender and Grant, made by the said K. C. as aforesaid, the said R. D. hath upon the enfealing hereof paid unto her the said K. C. the sum of 35 pound of currant money of England, the receipt whereof the said K. C. doth

doth hereby acknowledge, and thereof doth acquit him the said R. D. his Heirs, Executors and Administrators, and every of them by these presents, And whereas, the said R. D. in further consideration of the said Surrender of the said Lands and Premises made, as aforesaid, hath agreed to and with the said K. C. that the said R. together with the said I. P. should and would pass and convey unto her the said K. C. her heirs and assigns for ever, All that tenement or cottage, with the appurtenances, situate and being in F. wherein the said K. C. doth now inhabit, and all Houses, Edifices, Buildings, Barnes, Stables, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, or now used therewith. Now thisIndenture witnesseth, That the said R. D. and I. P. in consideration of the said Surrender of the said Lands and Premises made by the said K. C. as aforesaid, and in performance of the said agreement made with the said R. D. as aforesaid, have bargained, sold, aliened, infeoffed and confirmed, and by these presents, do joyntly and severally grant, bargain, sell, alien, infeoffe and confirm unto the said K. C. her heirs and assigns, All that the said cottage or tenement, with the appurtenances, wherein the said K. C. doth now inhabit, situate and being in F. aforesaid; And all Houses, Edifices. Buildings, Barnes, Stables, Yards, Back-sides, Orchards, Gardens, Wayes, Easments, Passages, Profits, Commons, Commodities, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, and now used therewith, and also all the estate, right, title, interest, claim and demand whatsoever of them the said R. D. and

by fine or otherwise, shall be and enure, and hereby are and shall be adjudged, deemed and taken to be and enure, To the only perpetual and behoof of the said I. M. his &c.

An Indenture of Bargain and Sale of a Messuage and Tenement, in consideration of a Surrender of a Lease of other Lands, with good Covenants.

This Indenture made, &c. Between R. D. of the County of . . . &c. Whereas the said K. C. now holdeth by Lease for certain years yet to come, one Messuage or Tenement, with the appurtenances thereto belonging, wherein the said K. C. doth now inhabit and dwell, situate and being in the aforesaid and City or Close Lands, Meadows, Pastures, Woodgrounds: and hereditaments thereto belonging or appertaining, lying and being in the aforesaid, the Reversion and Inheritance in Fee-simple of which said Messuage, Land and Premises now being in, and belonging unto them the said R. D. and I. P. and their heirs; And whereas the said K. C. hath, and hereby doth Surrender up, grant, bargain, and sell all her right, title, estate, interest, term for years, claim and demand whatsoever of her the said K. C. of, in and to the said Messuage or Tenement, Close Lands, Woodground and premises in the said Lease particularly mentioned and expressed, and hath delivered up the said Lease to be Circled unto them the said R. D. and I. P. in consideration of which said Surrender and Grant, made by the said K. C. as aforesaid, the said R. D. hath upon the enfeoffing hereof paid unto her the said K. C. the sum of x pound of currant money of England, the receipt whereof the said K. C. doth

both hereby acknowledging, and hereof fully acquiescing in the said R. D. his Heirs, Executors and Administrators and every of them by the said R. D. and whereas, the said R. D. in further confirmation of the said Surrender of the said Lands and Premises made, as aforesaid, hath agreed to and with the said K. C. that the said R. together with the said L. P. should and would pass and convey unto her the said K. C. her heirs and assigns forever, All that tenement or cottage, with the appurtenances, situate and being in E. wherein the said K. C. doth now inhabit, and all Houses, Edifices, Buildings, Barnes, Stables, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, or now used therewith. Now this Tenement witnesseth, That the said R. D. and L. P. in consideration of the said Surrender of the said Lands and Premises made by the said K. C. as aforesaid, and in performance of the said agreement made with the said R. D. as aforesaid, have granted, sold, assigned, intitled and confirmed, and by these presents, do jointly and severally grant, bargain, sell, alien, intitle and confirm unto the said K. C. her heirs and assigns, All that the said cottage or tenement, with the appurtenances, wherein the said K. C. doth now inhabit, situate and being in E. aforesaid, and all Houses, Edifices, Buildings, Barnes, Stables, Yards, Back-sides, Orchards, Gardens, Wayes, Edifices, Passages, Profits, Common, Commodities, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, and now used therewith, and also all the estate, right, title, interest, claim and demand whatsoever of them the said R. D. and

I. P. and either of them, of, in, and to the said cottage or tenement, lands and premisses hereby bargained and sold, or mentioned or intended to be bargained and sold, and every of them; All which premisses are in the Occupation of the said K. C. or her assigns: To have and to hold the said cottage or tenement, and all other the premisses with their appurtenances, hereby bargained and sold, or mentioned to be bargained and sold unto the said K. C. her heirs and assigns, To the only proper use and behoof of the said K. C. her heirs and assigns for ever; And the said R. D. for himself, his heirs, executors and administrators, and for every of them by these presents doth covenant and grant to and with the said K. C. her, &c. That they the said R. D. and I. P. for and notwithstanding any act or thing by them or either of them done or suffered to the contrary, now are seized in Fee-simple to them and their heirs of and in the said Cottage or tenement and premisses. And that notwithstanding any such act or thing by them or either of them done or suffered to the contrary as aforesaid, they now have, and at the time of executing an estate of the premisses by force of these presents, shall have good right, and lawfull authority to bargain, sell, and convey the said Cottage, or Tenement and premisses with the appurtenances unto the said K. C. her heirs and assigns, according to the intent of these presents: And that the said Cottage, or Tenement and premisses, and every of them now are, and so shall for ever hereafter, remain, continue, and be unto the said K. C. her heirs and assigns, freed and discharged from all charges and Incumbrances whatsoever had, made, committed or done by them the said R. D. and I. P. or either of them,

or by their or either of their Act, means, content, or procurement: And that she the said K. C. her Heirs and Assigns, and every of them, shall or may for ever hereafter, quietly and peaceably, have, hold, occupy, possesse and enjoy the said Cottage or Tenement, and all other the premises with the appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said R. D. and I. P. and either of them, their and either of their Heirs and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under them or either of them, their or either of their estate, right, or title; And also that they the said R. D. and I. P. their Heirs and Assigns, and every of them, shall and will from time to time and at all times during the space of three years next ensuing the date hereof, at the request and costs of the said K. C. her Heirs and Assigns, further do, make, suffer, acknowledge and execute all and every such further and other lawfull and reasonably act and thing, for the further, better, and more perfect assuring and conveying of the said Cottage or Tenement and premises with the appurtenances unto her the said K. C. her Heirs and Assigns; Be it by Fine, Feoffment, release, or otherwise with warranty of them the said R. D. and I. P. and their Heirs, against them their Heirs and Assigns, or without warranty, as by her the said K. C. her Heirs or Assigns, or her, their or any of their Council learned in the Laws shall be reasonably devised, or advised and required; All which further or other assurances, by fine or otherwise shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper use and behoof of her the said K. C.

C. her heirs or assigns, subject to the Proviso hereafter expressed, *Viz.* Provided always, and upon Condition, that if the said Messuage or Tenement, Lands and Premises, or any of them herein before mentioned to be demitted to them the said R. D. and I. P. their heirs and assigns, shall at any time hereafter be evicted from them the said R. D. and I. P. their heirs or assigns, or any of them, for or by reason of the said Lease made, as aforesaid, by the said A. or by any other claiming under his estate, for or by reason of the said Lease or otherwise, that then immediately upon and after such eviction, this Indenture of bargain and sale, and all and every matter and thing herein contained, shall cease and be utterly void to all intents and purposes; This Indenture, or any thing herein contained to the contrary in or in any wise notwithstanding. In witness whereof, &c.

A Lease of Lands, with exceptions of Woods, well p. n. d.

T His Indenture made, &c. Between T. L. of, &c. of the one part, and R. L. of, &c. on the other part, Witnesseth, that the said T. L. for and in consideration of the yearly Rent and Covenants hereby reserved, and for other good causes and considerations him moving: Hath demitted, The D. set, and to farm-letten, and by these presents doth demise, set, and to farm-

let unto the said R. L. his Executors and Assigns, all those Cloles and Grounds called or known by the name or names of M. and B. late in the tenure of L. B. his Assignee or Assignees, living and being in P. aforesaid (except all Woods, Under-woods, Timber and Trees, growing or to be

be growing on the premises, or any of them, with free liberty of ingress, egress, and regress, to and for the said T. L. his heirs, executors and assigns, and every of them, at all times to sell, sell, cut down and carry away all or any the said woods, timber and trees, at his and their free-wills and pleasures) and also except all that Copice or wood-ground, lying and being in P. aforesaid, now in the occupation of the said T. L. and all Woods and Under-woods, growing or to be growing on the said Copice of Wood-ground, with free liberty and power to and for him the said T. L. his Executors and Assigns, from time to time, selling the term hereby deailed to sell, sell, or otherwise dispose of the same at his and their free-wills and pleasures, without impeachment of waste (except and always reserved unto the said T. L. his heirs, executors and assigns, all hedges, and all such trees as grow in any the hedges, about the said Copice, or within one foot of any the hedges about the same) and all Ways, Easements, Passages, Profits, Commons and Commodities, to the said Closes and Premises, or any of them belonging or appertaining (except before excepted)
 To have and to hold the said Closes, Copice or Grove, and all other the premises, *Habendum.* with their and every of their appurtenances (except before excepted) unto the said R. L. his Executors, Administrators and Assigns, from the Feast of St. Michael the Arch-Angel next ensuing the date hereof, for the term of fifteen years from thence next ensuing, fully to be compleat and ended. Yielding and paying therefore to the said T. L. his heirs, executors and assigns, at the Feast of, &c. the Rent and summe of 13 pound of current money

of *England*, and one couple of good fat Capons. And also yielding and paying at the Feast of St. &c. the Rent or sum of 15 pounds and 9 shillings of currant money of *England*, and also from and after the Feast of St. &c. Yielding and paying yearly, and every year during the said term, the summe of 30 pounds and 18 shillings of currant money of *England*, at the Feasts, of &c. by even and equal portions, and one couple of good fat Capons yearly, and every year, or five shillings in lieu thereof at the Election of the said T. L. his Heirs, Executors and Assigns at the Font-stone in the Inner-Temple Church, *London*. And if it shall happen the said yearly Rent or sums of money, or any of them, to be behind and unpaid, next after any of either of the said Feasts or dayes of payment, whereon the same ought to be paid as aforesaid, that then at all times it shall and may be lawfull to and for the said T. L. his Heirs, Executors and Assigns, and every of them to enter into, and upon all and every, or any the demised premises, and to distrain for the same, and the arrearages thereof. if any happen to be, and the distress and distresses there had and taken, to lead, drive, take, and carry away, and the same with him and them to detain and keep until the said yearly Rents and every of them, and the arrearages thereof, if any happen to be unto the said T. L. his heirs, Executors and Assigns shall be contented and paid. Provided always, and upon condition that if the said yearly Rents hereby reserved, or any of them shall be behind and unpaid by the space of thirty dayes next after any or either of the said Feasts or dayes of payment,

ment, whereon the same ought to be paid as afore-
 said; That then and at all times from thenceforth
 it shall and may be lawfull to and for the said T. L.
 his Heirs, Executors and Assigns, and every of
 them into and upon all and every the demised pre-
 mises to re-enter, and the same to have again, re-
 tain, re-possesse and enjoy as in his and their first
 and former estate and right, this Indenture or any
 thing therein contained to the contrary thereof in
 any wise notwithstanding: And the said R. L. for
 himself, his Heirs, Executors and Administrators,
 and for every of them, doth Covenant and Grant
 to and with the said T. L. his Heirs, Executors and
 Assigns, and every of them by these
 presents, that he the said R. L. his
 Executors and Assigns at any time,
 or in any year during the said term,
 shall not, nor will Cross-crop the demised pre-
 mises, or any part thereof; And also that the
 said R. L. shall and will yearly, during the said
 term in Husband-like manner lay on and bestow
 upon the premises, or some part
 thereof, as much Compost and
 Dung as the Stover and Fodder grow-
 ing on the premises, will or may
 make, and also shall and will, during the said
 term, bear, pay, and discharge all manner of pay-
 ments and duties whatsoever, that shall or may any
 wayes grow due or payable, for or by reason of the
 demised premises, or any of them to the
 Kingdom or otherwise, and thereto, and there-
 from shall and will acquit and discharge the said
 T. L. his Heirs, Executors and Assigns; And
 also that he the said R. L. his Executors and As-
 signs, from time to time, and at all times during
 the said term, shall and will well and sufficiently
 make;

*Not to cross-
crop.*

*To pay Du-
ties.*

The Repair.

make , amend , keep , cleanse and scoure all and every the hedges , ditches , pales , gates , stiles , fences , and mounds , upon and about the demised premisses , and every of them , and the same being well and sufficiently made , amended , kept , cleansed and scoured in the end , or other sooner determination of the term hereby demised , shall and will leave and yield up unto the said T.

Not to assign without License. L. his Executors and Assignes ; And also shall not , nor will demise , grant , assign , or let the premisses , or any part or parcel thereof , or depart with his estate therein , to any person or

persons whatsoever , without the License and consent of the said T. L. his Heirs , Executors and Assignes , under his or their hands in writing , therefore had and obtained ; And also shall and will pay all and every the yearly Rents and summes of money hereby reserved , according to the Reservations aforesaid : And the said T. L.

The lessee to enjoy performing Covenants.

for him , his Heirs , Executors and Assignes , and every of them , doth covenant and grant to and with the said R. L. his Executors and Assignes by these presents , That he the said R.

L. by and under the Rents , Covenants and Agreements herein contained , and on his and their parts to be paid , done and performed , shall and may during the said term , quietly and peaceably have , hold , occupy and enjoy all and every the demised premisses (except before excepted) without the let , sute , trouble , molestation , interruption or Eviction of him the said T. L. his Heirs , Executors and Assignes , and of all and every other person and persons whatsoever , lawfully

Part 3.

(III)

fully claiming by, from or under him the said T. L. his Estate or Title. In witness whereof, &c.

An Assignment of a Lease, forfeited upon a Mortgage.

THis Indenture made, &c. Between I. S. of P. and G. E. &c. on the one part, and T. L. of, &c. on the other part.

Whereas the said I. S. by his Indenture of Lease, bearing date the 24. *Reciting of the Lease.*

of May, in the twelfth year of the

Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did demise and grant unto the said G. E. all those parcels of Land, arable, pasture and wood-ground, lying and being in E. in the County of M. hereafter particularly mentioned; (That is to say,) one parcel of Arable, containing by estimation 4. acres, &c. together with free liberty of ingresse, egress, and regress, way and passage into, and from the same several Lands and Premises, and every of them; And also all other the Lands, Tenements and Hereditaments whatsoever of him the said I. S. in E. aforesaid, and to him the said I. S. and his heirs, bargained and sold by M. F. widow, by Indenture dated the, &c. and inrolled in his Majesties Court of Chancery, and the Reversion and Reversions, Remainder and Remainders of all and every the demised premises, and every of them, and all Pastures, Feedings, Commons, Woods, Under-woods, Ways, Water-courses, Easements, Commodities, Advantages, and Appurtenances thereunto belonging, or appertaining, and all Writings, Deeds and Eviden-

ces

rest concerning the said premises, or any of them:
 To have and to hold the said several pieces and par-
 cels of Land, arable, Pasture, and Wood-ground,
 and all other the premises, with their and every
 of their appurtenances unto the said G. E. and his
 assigns, from the day of the date of the said reci-
 red Indenture of Lease unto the full end and term
 of two hundred years from thence next ensuing,
 and fully to be compleat and ended without Im-
 peachment of any manner of waste, by and under
 the yearly Rent of one Pepper Corn if it were de-
 manded, with Conditions therein contained,
 that if the said I. S. his Heirs, Executors, Ad-
 ministrators and Assignes, shoud pay unto him
 the said G. E. his Executors or Assigns, the sum
 of 100. pound of currant money of *England*, on,
 &c. according to the Condition of a Surrender
 of certain Copy-hold-lands, dated the day of,
 &c. that then from thenceforth the said recited
 Lease to be void, as by the said recited Indenture
 of Lease it doth and may appear. And whereas the
 said I. S. did not, nor hath paid the
That the pre- said moneys according to the said Pro-
mises were also and Condition, by reason where-
forfeited. of the said Lands and Premisses are
 absolutely come unto and vested in
 him the said G. E. for all the rest and residue of
 the said term of 200 years by the foresaid Lease,
 demised and granted as aforesaid: Now this In-
 denture witnesseth, That the said G. E. at the
 request, and by the appointment of the said I. S.
 and for and in consideration of the summe of 100.
 pound of currant money of *England* to him in hand
 paid by the said T. L. and the said I. S. for and
 in Consideration of the summe of 100. pound of
 currant money to him by the said T. L. in hand
 paid

paid by the said T. L. the receipts of which several
summes of money they the said G. E. and I. S.
do hereby severally acknowledge, and therewith
severally acquit and discharge the said T. L. his
Heirs, Executors, Administrators and Assigns,
and every of them for ever by these
presentes; Have demised, granted, *The Assigns*
bought, sold, assigned and con- *min.*
firmed, and by these presentes do
lawfully and severally demise, grant, bargain, sell,
assign and confirm unto the said T. L. his Executors
and Assigns, all that their said several parcels
of Land, Pasture, and Wood-ground, lately
stocked up, and premises with their appurtenances
in the said recited Indenture of Lease mentioned
and expressed, and all their, and either of their
estate, right, title, interest, term for years,
claim and demand whatsoever in them the said G.
E. and I. S. therein and thereunto, together
with the said recited Indenture of Lease:
To have and to hold all and every the *The Heirs*
said several pieces and parcels of land, *min.*
pasture, and wood-ground with their
appurtenances unto the said T. L. his Executors,
Administrators and Assigns, for and during all the
rest and residue of the said term, and now to come
and unexpired, in as full and ample manner, to
all intents and purposes, as they the said G. E. and
I. S. or either of them, may or might hold or
enjoy the same, by virtue of the said recited In-
denture of Lease, or otherwise
hitherto; And the said G. E. *A covenant to*
for himself, his &c. doth Coven- *enjoy the reman-*
enant and grant, &c. that he *dor of the term.*
the said T. L. his Executors and
Assigns, shall and may at all times during the said
term

term or residue of the said term and number of years now to come and unexpired, quietly and peaceably, have, hold, occupy and enjoy all and every the said parcels of land, pasture and wood-ground with their appurtenances, without the let, suit, trouble, Expulsion or Eviction of him the said G. E. his Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said G. E. his estate or title, and absolutely freed and discharged from all charges and incumbrances whatsoever, done or suffered by him the said G. E. or by his means, act or procurement.

A Covenant if the number of Acres be wanting, so much money to be re-paid.

And the said I. S. for himself, his, &c. *ut supra.* That in case the said lands, wood-grounds and premises hereby mentioned to be assigned, together with other parcels of Copyhold-lands of the said J. S. lying in E. aforesaid, and by him the said J. S. sold to him the said T. L. and his heirs, shall fall out and appear to be under the quantity of 24. Acres, at which quantity the same is now sold, and estimated unto him the said T. L. That then he the said J. S. his Executors and Assigns, shall pay and allow unto him the said T. L. so much moneys, and after the rate of 12. pound for every acre, and after that rate for a greater or lesser quantity, then one Acre that shall want of the said quantity and number of 24.

To enjoy against the Mortgage.

Acres. And also that he the said T. L. his, &c. shall and may quietly and peaceably have, hold, possesse and enjoy all and every the said lands and premises, with their appurtenances, without the let,

let, sure, trouble, disturbance, molestation, interruption or eviction of him the said I. S. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said I. S. his estate or title, and absolutely freed and discharged from all fines, issues, amerciaments, forfeitures, and all and all manner of charges and Incumbrances whatsoever made, done or suffered by him the said I. S. or by his act, means, neglect or procurement, the foresaid recited Indenture of lease made to the said G. E. only excepted, &c.

*A Lease for three lives of a Messuage and
Lands unto those that sold the same,
it being so agreed upon sale
thereof. Well pen'd.*

THis Indenture made, &c. Between I. B. of, &c. on the one part, and I. L. of, &c. and E. his wife, and I. L. his Sonne, on the other part. Whereas the said I. L. and E. his wife, by their Indenture of bargain and sale, dated the second day of October last past, for the Consideration therein expressed, and by other assurance in Law, have sold and conveyed unto the said I. B. his heirs and assigns for ever, all that Messuage or Tenement with the appurtenances, wherein the said I. L. then did and now doth inhabit, situate and being in L. M. aforesaid, and all those the Lands hereafter particularly mentioned and expressed, as by the said recited Indenture of bargain and sale amongst other things therein contained, it doth and may appear: And where-

*Recital of
the L. fees
sale with a-
greements that
the Lessor
should make
a Lease.*

as it was agreed before in the said I. B. and the said I. L. at the time of executing the said Conveyance, as in part of the bargain for the said Messuage and Lands, that the said I. B. shall make a Lease of the said Messuage and Lands unto the said I. L. E. his wife, and the said I. his sonne, for their lives successively, at the yearly rent of 4. pounds per annum.

Now this Indenture witnesseth, that the said I. B. being about the age of 28. years, as well in performance of the said agreement in his part made aforesaid, and of the yearly rent hereby reserved, and for other good causes and considerations him moving. Hath demised, set, and to farm-letten, and

The Demise. by these presents doth demise, set, and to farm-let, unto the said I. L. E. his wife, and the said I. all that the foresaid Messuage or Tenement with the appurtenances, wherein the said I. L. doth now inhabit and dwell, situate and being in L. M. aforesaid, and all those the Lands hereafter particularly mentioned, (viz) one halfe acre of Land, &c. *mentioning the particulars, &c.* Together with all Houses, Edifices, Buildings, Barnes, Stables, Yards, Back-sides, Orchards, Gardens, Commons, Commodities, Ways, Easements, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Messuage or Tenement, and Premises, or any of them belonging, or in any wise appertaining, and now used, &c. *except* all woods, timber and trees, growing on the premises, and also except all those four Cottages, heretofore built on part of the Orchard, belonging to the said Messuage or Tenement hereby demised, now being in the several

veral tenures or occupations of R. E. T. F. W. R. and L. D. their Assignee or Assignees) To have and to hold the said Messuage or Tenement, and all other the premises, with their appurtenances, (except before excepted) *The Habendum.* unto the said I. L. E. his wife, and I. L. for and during the term of their natural lives, and the life of the longer liver of them, successively one after another as they are herein named: Yielding and paying therefore yearly, and every year during the said term hereby demised unto the said I. B. his Heirs and Assigns, the yearly rent or summe of 4. pounds of current money of England, at two *The Redden- Feasts or terms in the year most usu- dam.* al, viz. the Feast of, &c. to be paid at, &c. the first payment thereof at the Feast of the Annuntiation of, &c. next ensuing; And if it happen the said yearly Rent, or any part thereof to be behind and *The Dis- unpaid by the space of eight dayes next stiffe.* after any or either of the said Feasts or dayes of payment, whereon the same ought to be paid as aforesaid; That then it shall and may be lawful to and for the said I. B. his heirs and assigns, and every of them to enter into and upon the said Messuage and Premises, and every or any of them, and to distrain for the same, and the distresse and distresses there had and taken, to lead, drive, take and carry away, and the same with him and them to detain and keep until the said yearly Rent and the arrearages thereof, if any happen to be unto the said I. B. his heirs and assigns, shall be contented and *Covenant to repair.* paid: And the said I. L. E. his wife, and the said I. L. for themselves jointly,

and severally, and for every and either of them, their, every and either of their several and respective Executors, Administrators and Assigns, and every of them, do and doth covenant and grant to, &c. That they the said I. L. E. his Wife and I. L. their several Executors, Administrators and Assigns, and every of them at their own proper costs and charges, in and by all things, shall and will well and sufficiently repair, maintain, uphold, keep, cleanse and scour all and every the houses, buildings and edifices hereby demised, and now built upon the premises, and belonging to the same, and which at any time hereafter, during the term hereby demised, shall be erected and built upon the demised premises, or any part thereof, and the hedges, ditches, fences, pales and mounds, upon and about the demised premises, and every of them well and sufficiently, shall make, keep, cleanse and scour, and the said Messuage or Tenement, Houses and Buildings which are, or at any time hereafter during the term hereby demised, shall be erected or built in or upon the same, or any part thereof, being so well and sufficiently repaired, maintained, upholden, kept, cleansed and scoured in the end, or other determination of the said term hereby demised, shall and will leave and yield up unto the said I. B. his heirs and assigns;

To view the defaults of reparations.

And also that they the said I. L. E. his Wife, and the said I. L. and every of them, and their and every of their assigns, shall and will permit and suffer him the said I. B. his heirs and assigns, together with three or four or fewer Workmen, or other persons at their or any of their wills and pleasures, being at convenient times,

twice

twice every year quietly to enter into or upon the said Messuage or Tenement, and all other the demised premisses, to view and search whether the same be well and sufficiently repaired or not; And of all and every the default and defaults for want of Reparations then and there found, to give or leave notice in Writing at the said Messuage or Tenement unto or for the said I. L. and E. his Wife, and the said I. L. to repair and amend the same from time to time during the terms hereby demised, alwayes within the space of six months next after every such notice in Writing so given or left as aforesaid; And also that neither they the said I. L. E. his Wife, nor the said I. L. nor any, nor either of them, shall not at any time or times hereafter grant, bargain, sell, assign or set over, demise, let, or depart with the said Messuage and premisses, or any part or parcel thereof, or his, her, or their, or any of their right, title, interest, or estate in or to the premisses or any of them, without the special license and consent of the said I. B. his heirs and assigns, under his or their hand in Writing therefore first had and obtained. Provided alwayes, and it is Conditioned by and between the parties to these presents, That if it shall happen the said yearly Rent, or any part thereof to be behind and unpaid by the space of twenty eight dayes next after any or either of the Feasts or dayes of payment before mentioned or set down for payment thereof, contrary to the form aforesaid, the same being lawfully demanded, or if all and every the said default

*To repair up-
on notice.*

*Not to de-
mise with-
out license*

*Proviso upon non-
payment or non-
reparation to re-
enter.*

fault and defaults for want of Reparations, or
in the premises, or any of them, at the time of
such view or search as is aforesaid, shall be found,
and where notice in Writing shall be given or left
to repair and amend the same, in manner and form
aforesaid, shall not from time to time be well and
sufficiently repaired and amended always with-
in the space of six months after every such notice
given or left in Writing as aforesaid, That then,
and at all times after in every the Cases
as aforesaid, it shall and may be lawfull
to and for the said I. B. his heirs and assigns,
and every of them into and upon the said Messuage
or Tenement, Lands and Premises, and every
of them to re-ent, and the same to have again,
retain, possess and enjoy, as in his and
their first and former estate; This Indenture, or
any thing herein contained to the contrary thereof
in any wise notwithstanding. And the said I. B.

The Testimony for him, his heirs and assigns,
performances and for every of them, doth
state. Covenant, &c. by these pre-
sents, that they the said I. L.

L. his Wives, and the said I. L.
by and under the yearly Rent, Covenants and
Conditions in and by these presents reserved, and
on their parts severally to be paid, done and per-
formed according to the intent of these presents,
shall or may peaceably and quietly have, hold,
possess and enjoy the said Messuage or Tenement,
Lands and all other the premises, with their ap-
partanances, without the let, fate, trouble, distur-
bance, denial, molestation, interruption or evic-
tion of him the said I. B. his heirs and assigns,
and of all and every other person and persons what-
soever, lawfully claiming by, from or under him
the

the said T. B. his heirs or assigns, or his, their, or any of their estate, right or title. In witness whereof,

*At the state made at London and Sale of the
Mortgage of a Messuage, &c. in trust for the
use of the said T. B. and his heirs, conveyed to
the said T. B. and his heirs.*

This Indenture made, &c. Between Sir W. B.
of the one part, brother and heir
of H. B. Esq. deceased, and W. L. of H. &c.
in the other part; Whereas Sir L. W. of, &c.
and T. B. of, &c. by their Indenture bearing date
the first day of, &c. in the twelfth year of, &c.
did assign, grant, and sell unto the said H. B.
and T. B. of, &c. all that Messuage or Tene-
ment with the appurtenances, situate and being
in L. aforesaid, in the County of, &c. all
those, &c. And also Common of pasture, and feed-
ing for such and so many horses, beasts, sheep,
and other Cattel to be had and taken in and upon
the Common Fields, Meadows, Pastures, and
Commonable places in L. aforesaid, at such times
and seasons of the year, and in such manner and
form, as the Tenants and occupiers of the said pre-
misses have before this time used to have and take
the same, and also all and singular houses, edifi-
ces, &c. and also the Reversion and Reversions
of all and singular the said premises, and the year-
ly Rents thereupon reserved; To have and to hold
the one Mitty and halt-part of all the said Messu-
age or Tenement, and of the said four yard-lands
of arable land, Meadow and Pasture, and of all
and singular other the said premises whatsoever,
with the appurtenances in and by the said recited
Inden-

Indenture bargained and sold, and of every part and parcel thereof to the said H. B. his heirs and Assigns, to the only use and behoof of him the said H. B. his Heirs and Assigns for ever; Which said Grant, Bargain and sale, for and concerning the said Moity, of all and singular the premises before mentioned to be by the said recited Indenture, granted, bargained and sold unto the said H. B. as aforesaid, was had and made to and in the name of the said H. B. by the nomination and appointment of the said W. E. and in trust to the use of the said W. E. his Heirs and Assigns. Now this Indenture further witnesseth, that the said Sir W. B. according to the said trust, and at the request and desire of the said W. E. and for divers other good causes and considerations, him thereunto moving, Hath aliened, bargained, sold, encoffed and confirmed, and by these presents doth alien, bargain, sell, encoffe and confirm unto the said W. E. his Heirs and Assigns, All that the said Moity and halfe part of all the said Messuages, and of the said four yard-lands of arable Land, Meadow and Pasture with the Appurtenances, and every part and parcel thereof, and all other the premises whatsoever, in and by the said recited Indenture, bargained and sold unto the said H. B. or to his use as aforesaid, and also the Reversion and Reversions of all and singular the Moity and half part of all and singular the said premises, and every part thereof, and the yearly Rents thereupon reserved due and payable; To have and to hold the said Moity and half part of all the said Messuage or Tenement, and of the said four yard-lands of arable Land, Meadow, and Pasture with their Appurtenances, and the Reversion and Reversions, before specified in and by the said

said recited Indenture , bargained and sold to or for the use of the said H. B. as aforesaid , unto the said W. E. his heirs and assigns to the only use and behalfe of the said W. E. his heirs and assigns for ever ; And the said Sir H. B. for himselfe, his heirs , executors and administrators, and for every of them doth Covenant and grant to and with the said W. E. his , &c. That he the said Sir H. B. for and notwithstanding any act or thing whatsoever by him done or suffered to the contrary , now is, and at the time of the enscaling hereof , and of the first executing an estate by force of these presents , shall be lawfully seized in his Demeasne , as of Fee-simple to him and his heirs, of and in the Moity , and one halfe of the said Messuage or Tenement and premisses whatsoever, with the appurtenances in and by the said recited Indenture, bargained and sold unto the said H. B. to his use as aforesaid , and that he the said Sir H. B. for and notwithstanding any act or thing by him done or suffered to the contrary as aforesaid, now hath, and then shall have good right, full power , and lawfull authority to bargain , sell and convey the said Moity of the said Messuage or Tenement and premisses , with the appurtenances in the said recited Indenture , bargained and sold unto him the said H. B. as aforesaid , unto the said W. E. his heirs and assigns , according to the intent of these presents : And that he the said W. E. his heirs and assigns , shall or may for ever hereafter peaceably and quietly have , hold , occupy, possess and enjoy the said Moity of the said Messuage, or Tenement and premisses , with the appurtenances in the said recited Indenture mentioned to be conveyed to the said H. B. or to his use as aforesaid , without the let , sute, trouble, molestation,

tion, interruption or extinction of him the said Sir H. B. his heirs, assigns, or of any other person or persons whatsoever, lawfully claiming by, from or under him, his estate or title, *L. cum Cons. pro curia, &c. & Little del. Attorney, &c.* In witness whereof, &c.

A Case to be delivered Fordeares, &c. at a time.

AN I the said G. A. for him, &c. that he the said G. A. his heirs, Executors or Administrators, or some of them shall and will before the first day of *March*, next ensuing the date hereof, deliver, or cause to be delivered unto the said A. Lady D. & Sir I. D. or to one of them all such Deeds, Charters, Evidences, Court-Rolls, Exemplifications of Records, Transcripts of Lines, Teniers, Escrips, Writings and Minuments, concerning only this or in fines, or only any part or parcel thereof, as now be in the possession, custody or keeping of the said G. A. or of any other person or persons by his delivery, or to his use, or which he may obtain, get, or come by without suit in Law, whole, uncanceled, false and undated, or in as good plight as the same now are and be, and also true Copies of all such other Deeds, Charters, Evidences and Writings, as the said G. A. hath, touching and concerning the said Lands and premises, or any part thereof, jointly, or together with any other Lands, &c. if the said G. A. the said A. Lady D. and Sir I. D. and their heirs, or some or one of them, paying or bearing the charge of making and writing the same Copies, &c.

A Declaration of a Fine and Recovery to wit of

7. 11.

THIS Indenture made, &c. Between the Right Honorable T. Lord W. of the one part, and the Right Honorable W. Lord P.

Sr M. F. of, &c. on the one part, &c. of the other part, Whereas the said M. Recovery.

B. and W. D. in the term of E.

in the eleventh year of the Reign of our said Sovereign Lord King James, of England, &c. by Writ of Entry, *Sci. Disseisin in le post*, did recover against the said T. Lord W. all those the Mannors of M. alias M. A. L. A. R. and N. with the appurtenances, and of 30. Messuages, 30. Tents, 6. Water-mills, 6. Dove houses, 30. Gardens, 100. acres of Land, 200. acres of Meadow, 200. acres of Pasture, 200. acres of wood, 300. acres of Turfe and Heath, 10. pound Rent, free warren and view of Frank-pledge, with the appurtenances in M. alias M. A. N. and S. and also the advowson of the Churches of M. alias M. and A. as in and by the said Recovery remaining of Record in his Majesty's said Court of Common-Place as a *recovery*, to which, Relation being had, more at large appears *of the Time*. And whereas in the term of the Holy Trinity last past before the date herof (that is to say) a *Die festi Trinitatis in pas septuagesime*, in the said term in the Court of our Sovereign Lord the King's Majesty before his Justices at Westminster, a Fine, *Sci. Cognovimus de re et come reo*, &c. with Proclamations according to the form of the Statute, in such case made and Provided, was levied be-
tween

tween the said W. R. and W. D. Plaintiffs, and the said T. Lord W. Deforçant of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances in the County of W. and W. and of all that Grange or Capital Messuage, called H. house, and of all the Messuages, Lands, Tenements, Rents, Reversions, Services and hereditaments whatsoever, to the said Mannors and Grange, or any of them belonging or appertaining; or reputed to belong or appertain, or as part or parcel, or member of them or any of them, or accepted, reputed, taken, demised, used, occupied or enjoyed as part thereof in the said Counties of W. and W. and of all other the Messuages, Lands, Tenements, Rectories, Tithes and Hereditaments, with the appurtenances of the said T. Lord W. in the said Counties of W. and W. by the names of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances, and of 40. Messuages, 20. Tofts, 4. Water-mills, 4. Dove-houses, 40. Gardens, 1000. acres of Land, 600 acres of Meadow, 1000 acres of Pasture, 400 acres of Wood, 400 acres of Furze and Heath, 20 acres of Marsh, and twenty shillings Rent, with the appurtenances in T. *alias* T. Alne-Church, B. *alias* B. F. and Beoleyl, and also of the Rectories of T. *alias* T. and B. *alias* B. with the appurtenances, and all and all manner of tithes of Corn and Hay, growing, coming or renewing in T. *alias* T. and B. *alias* B. and of the advowson of the Vicaridge of the Church of T. *alias* T. in the County of W. and of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances, and 4. Messuages, and one Dove-house, four gardens, 300 acres of land, 600 acres of Meadow, 300 acres of pasture, 200 acres of wood,
and

and 30 acres of Marsh, with the appurtenances in T. *alias* T. Aln-church, and B. *alias* B. and also of the Rectory of T. *alias* T. and B. *alias* B. with the appurtenances, and of all and all manner of tythes of common hay, growing, coming, and renewing in T. *alias* T. and B. *alias* B. and of the advowson of the Vicaridge of the Church of T. *alias* T. in the County of W. as by the said Fine remaining of Record, in his Majesty's said Court of Common Pleas at W. to which Relation being had, more fully and at large appeareth: Now this Indenture

witnesses, That the true intent *The intent of the*
and meaning of the said T. Lord *parties.*

W. and of the said Recoverers,
and parties to the said Recovery, and also of the said Cognizees of the said Fine, and parties to the same Fine, and of all and every of the parties to these presents, before and at the several and respective time and times of the suffering of the said Recovery and Acknowledgement, and levying of the said Fine, for touching or concerning the said Mannors, Lordships, Lands, Tenements, Hereditaments and premises, whereof the said Recovery and Fine were severally and respectively suffered, levied and had as aforesaid, alwayes was, and yet is, that as well the said Recovery, as the said Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Assurances of the said Mannors, Messuages, Lands, Tenements, Rents, Rectories, Tythes, Advowsons, hereditaments and premises, or of any of them, with the appurtenances at any time heretofore suffered, levied, executed or had, wherein or whereunto the said T. Lord W. was or is in any wayes a party, and all and every the executions
of

tween the said W. R. and W. D. Plaintiffs, and the said T. Lord W. Deforçant of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances in the County of W. and W. and of all that Grange or Capital Messuage, called H. house, and of all the Messuages, Lands, Tenements, Rents, Reversions, services and hereditaments whatsoever, to the said Mannors and Grange, or any of them belonging or appertaining; or reputed to belong or appertain, or as part or parcel, or member of them or any of them, or accepted, reputed, taken, demised, used, occupied or enjoyed as part thereof in the said Counties of W. and W. and of all other the Messuages, Lands, Tenements, Rectories, Tithes and Hereditaments, with the appurtenances of the said T. Lord W. in the said Counties of W. and W. by the names of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances, and of 40. Messuages, 20. Tofts, 4. Water-mills, 4. Dove-houses, 40. Gardens, 1000. acres of Land, 600 acres of Meadow, 1000 acres of Pasture, 400 acres of Wood, 400 acres of Furze and Heath, 20 acres of Marsh, and twenty shillings Rent, with the appurtenances in T. *alias* T. Alne-Church, B. *alias* B. F. and Beoleyl, and also of the Rectories of T. *alias* T. and B. *alias* B. with the appurtenances, and all and all manner of tithes of Corn and Hay, growing, coming or renewing in T. *alias* T. and B. *alias* B. and of the advowson of the Vicaridge of the Church of T. *alias* T. in the County of W. and of the Mannors of T. *alias* T. and B. *alias* B. with the appurtenances, and 4. Messuages, and one Dove-house, four gardens, 300 acres of land, 600 acres of Meadow, 300 acres of pasture, 200 acres of wood,
and

and 30 acres of Marsh , with the appurtenances in T. *alias* T. Aln-church , and B. *alias* B. and also of the Rectory of T. *alias* T. and B. *alias* B. with the appurtenances , and of all and all manner of tythes of common hay , growing , coming , and renewing in T. *alias* T. and B. *alias* B. and of the advowson of the Vicaridge of the Church of T. *alias* T. in the County of W. as by the said Fine remaining of Record , in his Majesties said Court of Common Pleas at W. to which Relation being had , more fully and at large appeareth : Now this Indenture

witnesse , That the true intent *The intent of the*
and meaning of the said T. Lord *parties.*

W. and of the said Recoverers ,
and parties to the said Recovery , and also of the said Cognizees of the said Fine , and parties to the same Fine , and of all and every of the parties to these presents , before and at the severall and respective time and times of the suffering of the said Recovery and Acknowledgement , and levying of the said Fine , for touching or concerning the said Mannors , Lordships , Lands , Tenements , Hereditaments and premisses , whereof the said Recovery and Fine were severally and respectively suffered , levied and had as aforesaid , alwayes was , and yet is , that as well the said Recovery , as the said Fine , and all and every Fine and Fines , Recovery and Recoveries , and other Acts and Assurances of the said Mannors , Messuages , Lands , Tenements , Rents , Rectories , Tythes , Advowsons , hereditaments and premisses , or of any of them , with the appurtenances at any time heretofore suffered , levied , executed or had , wherein or whereunto the said T. Lord W. was or is awayes a party , and all and every the executions
of

at the same, and every of them, should and shall be and enure, and be construed, adjudged, deemed, and taken to be and enure, and were and hereby are constituted, granted, concluded, agreed and declared to be and enure, to the uses, purposes and intents, and under the Provisions, Conditions and Limitations, hereafter in these presents expressed, limited and declared, and that the said Recoverers, and either of them, and all the parties to the same Recovery, and the parties takers thereby, and their heirs, and all other person and persons, and his and their heirs, who then were, and now are, or hereafter shall be seized of the said Mannors, Lands, Tenements, Hereditaments and premises, with their appurtenances comprized in the said Recovery, should, and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments and premises comprized in the said Recovery, and every parcel thereof, with the Appurtenances, to the same uses, purposes, and intents hereafter expressed; And that the said Cognizees of the said Fine, and either of them, and all the parties to the same Fine, and the takers thereby, and the heirs of them, and every of them, and all and every other person and persons, and his and their heirs, who at the time of the levying of the said Fine then were, or now are, or hereafter shall be seized of the foresaid Mannors, Lands, Tenements, and Hereditaments and premises, with the appurtenances, Comprized in the said Fine, and every of them, should, and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments, and premises, Comprized in the said Fine, and every parcel thereof, with the appurtenances

tenances to the uses, purposes and intents hereafter in these presents expressed and declared, (that is to say,) for, touching and concerning all that the foresaid Capital Messuage or House, called H. house, situate and being within the said Mannor of T. in the said Counties of W. and W. with the Orchards, Gardens, Barnes, Stables, Hop-yards thereunto belonging: And also as for touching and concerning the said several lands, tenements and hereditaments next hereafter mentioned, and in the said several Recoveries comprized, (that is to say) two Meadows called H. Meadows, containing by estimation 60. acres more or lesse, one Pasture called C. containing by estimation 40. acres, one wood called B. containing 16. acres, &c. parcel of the said Mannors, Lands, Tenements, Hereditaments and premisses in the said Counties of W. and W.

To the only use and behoof of the *The uses.*
said T. Lord W. and his Assigns,

for and during the term of his natural life without Impeachment of or for any waste, and with full power to commit waste, and from and after the decease of the said T. Lord W. then to the use and behoof of the Lady K. now wife of the said T. Lord W. for and during the term of her natural life for her Joynture, and in lieu, and full recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said T. Lord W. now is, or hereafter shall be seized; And for and touching all the residue of all the said Mannors, Lands, Tenements, Hereditaments and premisses, with their Appurtenances in the said Counties of W. and W. And for touching and concerning all the said Mannors, Lands, Tenements, Hereditaments and Premisses in the said

County of G. to the only use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and for touching and concerning the immediate Remainder of the said Capital Messuage called H. house, and of all the said lands, tenements and premises before particularly mentioned, or meant to be limited to the use of the said Lady K. for her Joynture as aforesaid, immediately from and after the decease of the said T. Lord W. and of the said Lady K. and of the longer liver of them, and the immediate Remainder of all the residue of the said Mannors, Lands, Tenements, Hereditaments and premises in the said Counties of W. and W. (whereof there is no use, before limited or declared to the said Lady K. for her Joynture:) And for touching and concerning the immediate Remainder of all the said Mannors, Lands, Tenements, Hereditaments and premises in the said County of G. immediately from and after the decease of the said T. Lord W. to such uses, purposes and intents, and under such Provisions, Conditions and limitations, as hereafter in these presents are specified, expressed, limited and declared, and to none other use, intent or purpose whatsoever, that is to say, To the use and behoof of the said Right Honorable W. Lord P. N. E. &c. their Executors, Administrators and Assigns, for and during the term and space of, &c. years to commence and begin, as hereafter followeth, that is to say, for touching and concerning the said Messuages, Lands, Hereditaments and premises before limited to the use of the said Lady K. for her Joynture, (parcel of the said Mannor, Lands, Tenements and Hereditaments compris-

comprized in the said Line) to begin immediately from and after the decease of the longest liver of them the said T. Lord W. and of the said Lady P. and for touching and concerning all the rest and residue of the said Mannors, Lands, Tenements, Hereditaments and premises, as well in the said Counties of W. and W. as in the said County of G. for and during the term and space of _____ years, to commence immediately from

and after the decease of the said T. Lord W. for and to the intent and purpose that the said W. Lord P. N. E. &c. their Execu-

tors, Administrators and Assigns, *For payment of* shall and may receive, perceive, *debts and other* dispose and imploy the Rents, Re- *charges.*

venues, issues and profits of all

the said Mannors, Lands, Tenements, Hereditaments and premises respectively for and during the said term or terms of _____ years, for and

towards the payment and satisfaction of all such debts and summes of money which the said T. Lord W. doth now owe, or hereafter shall borrow or owe, or for which any person or persons doth, or hereafter shall stand engaged for or with the said T. Lord W. and for his proper debt, and for the payment of such Annuities, Rent or Rents, and securing such Leases as the said T. Lord W. hath granted, or hereafter shall grant or mention, or limit to be issuing or going out of the said Mannors, Lands, Tenements, Hereditaments and premises, or out of any of them, or out of any parcel of them, or any of them to any person or persons which is, or are, or have been, or hereafter shall be the servant or servants of the said T. Lord W. for or in regard, or in respect of his or their service or services, done or to be done to

the said T. Lord W. or any person or persons, for any money heretofore received, borrowed or taken up, or hereafter to be received, borrowed or taken up by the said T. Lord W. or to his or their Executors, Administrators and Assigns, and also for and towards the payment of such Legacy or Legacies, and summes of money which the said T. Lord W. shall by his last Will and Testament in Writing, to be signed, sealed and published between three or more sufficient Witnesses, give, limit, ordain or appoint. And from and after the end, expiration, surrender or other determination of the said term, or terms of years, as they shall severally end and determine, then to the use and behoof of such person and persons, and for such estate and estates, and for such part and parcel as the said T. Lord W. shall by his last Will in writing, in presence of two credible witnesses or more, appoint, limit or declare. Provided always, and the true intent and meaning of the said T. Lord W. and of all the parties to the said Recovery and Fine, and of the parties to these presents, and every of them, before and at the several and respective times of the suffering of the said Recovery, and the acknowledging and levying of the said Fine, was, and yet is, and is hereby so expressed, published and declared, that notwithstanding any thing herein before contained, it shall and may be lawful to and for the said T. Lord W. from time to time, and at all times for and during his natural life at his will and pleasure, either by act or acts in writings, under his hand and seal, to be sealed and signed before two or more Witnesses of Credit, and executed in his live time, or by his

*Power to make
Leases.*

his last Will and Testament in Writing by him to be sealed, subscribed and published before two or more such Witnesses, to give, grant, or make any Lease or Leases for life, lives or years of all or any of the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them other than during the life of the said Lady K. of the said chief Mansion-house called H. house, and so much of the Demesnes, Lands, Tenements, and premises next adjoyning to the said Chief Mansion-house, as shall amount

to the clear yearly value of one hundred and fifty pounds over and above all charges and Reprizes: Upon which Lease or Leases, the accustomed or greatest

Or to charge the premises to secure moneys to be hereafter borrowed.

yearly rent or value heretofore paid for the said premises, or more shall be reserved, or to charge the same premises, or any parcel thereof, (except before excepted and for the time aforesaid) with any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances in the nature of the Statute Staple or Merchant, or by or with any other Recognizance or Recognizances, Judgment or Judgments of what nature soever for the assurance of payment of any summe or summes of money which he the said T. Lord W. either hath taken up, or borrowed, or shall hereafter receive, take, borrow or contract for, of or with any person or persons, for or to his use or otherwise, or for the securing of any person or persons who now is, or are, or stand, or that at any time hereafter shall stand or become bound for him the said T. Lord W. or otherwise at his free-will and pleasure, and that the said Recovery, Fine and Fines, and other Acts and Assurances shall be

and ensure, and the said Recoverers and parties to the foresaid Recovery, and the Cognizes and parties to the said Fine, and the parties takers thereby and their heirs, and all and every other person or persons, who now are or stand, or hereafter shall be, or stand seized of the said Mannors, Lands, Tenements, Hereditaments and premisses, by force or under the said Recovery and Fine, or either of them, and his and her heirs, shall stand and be seized of all, or so much of the said Mannors, Lands, Tenements, Hereditaments, and premisses, and every parcel thereof with the appurtenances, which is or shall be so given, granted, leased, charged or disposed of, from and after such gift, grant, lease, charge, disposition, or other Act or Acts to such uses, intents and purposes, and to the use of such person and persons to whom such gift, grant, lease, charge, disposition, or other Act or Acts hath been, or shall be made as aforesaid, and to the use, intent and purpose, that the party and parties to whom any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances, Statutes, Judgements, or other charges already granted, or hereafter to be granted, made or charged, of, upon, or out of the said Mannors, Lands, Tenements, Hereditaments and premisses, or any parcel thereof by the said T. Lord W. shall and may duly have, levy, perceive, take and enjoy the fruit, benefit and effect of the same Lease and Leases, Rent and Rents, and other charge and charges, according to the purport, intent, and true meaning of the said grant and grants, lease and leases, Recognizance and Recognizances, Judgement and Judgements, charge and charges, and every or any of them, any thing in these presents before

beinge contained to the contrary thereof notwithstanding : Provided , and it is further hereby Covenanted , granted , confirmed , agreed , published and *To make void* declared by and between all and *the said uses*, every of the foresaid parties, That the true intent and meaning as well of the foresaid Recovery, as of the said Fine, and of all and every of the respective parties to the same, and to these presents, shal lavesway, and is, that it should and might, and shall and may be lawfull to and for the said T. Lord W. from time to time, at any one or times during his life, by his writing or writings, by him to be signed or sealed in the presence of three Witnesses or Creditors more, or to be enrolled in any of the Courts of Record, or our Sovereign Lord the Kings Majesty, his heirs or Successors to signifie or declare that his will and pleasure is, that all or any of the use or uses, estate or estates in possession, Reversion or Remainder, Tenures, appointed, raised, created or implied in or by these presents, shall cease, determine, be void or revoked, for, touching or concerning all or any of the said Manners, Messuages, Houses, Tenements, Hereditaments and premises, or any of them, or concerning any part or parcel of them, or any of them ; And that then and from thenceforth all and every of the said use and uses, estate and estates in possession, Reversion or Remainder, so signified and declared to cease, determine, be void or revoked, shall then and from thenceforth cease, determine and be utterly void and revoked, according to the true intent and meaning of the said T. Lord W. so as aforesaid to be signified and declared, other then such lease or leases, estate or estates, or charges

which he the said Lord W. hath or shall make, lay, or charge of or upon any of the premises, for satisfying debts, or for valuable Consideration in money, or otherwise by force of the foresaid Proviso in these presents before expressed : And also that then and from thenceforth, at all time and times after such signification or significations, declaration or declarations so to be made, it shall

and may be lawfull to and for the said T. Lord W. at any time or times during his life, so oft as he shall think good by any

To create new uses.

other his Writing by him to be sealed, acknowledged and enrolled, or sealed and subscribed as is aforesaid, to limit, create, appoint, and declare of, for and concerning the said Mannors, Lands, Tenements, Hereditaments and premises, or any of them, any new, or any other use or uses to the same, or any other person or persons whatsoever: And that then, and after such new limitation, the said Recovery and Fine respectively shall be and enure, and the said Recoverors and parties takers by the said Recovery, and the said Cognizees of the said Fine, and the parties takers thereby and their heirs, and all and every person and persons, who then shall be and stand seized of and in the premises, or any part thereof, whereof such new use shall be declared, created, raised, limited or appointed, and his and their heirs shall respectively stand and be seized of the same premises, or such part thereof, whereof such new use or uses shall be declared, limited or appointed to such use and uses of such person and persons, to whom such other or new estate or estates, use or uses shall be so newly declared, created, raised, limited or appointed,

and

and of, and for such estate and estates, and in such manner and form, and by or under such Limitations, Conditions and Proviso's, as shall be so newly appointed, expressed or declared, and for want of such declaration, or new limitation so to be made after any such Revocation; Then the said Recovery and Fine touching such of the premises, whereof no such Declaration, Limitation or appointment of use shall be made, shall be and endure to the only use and behoof of the said T. Lord W. his Heirs and Assigns, for ever, any matter or thing whatsoever herein before contained to the contrary thereof notwithstanding.

But it is, and always was the intent of all the parties to these presents, that no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent or

No new Declaration to hinder an estate granted before Revocation.

Charge made, granted or charged, or to be made, granted or charged of or upon the premises, or any parcel thereof, for valuable Considerations of money, borrowed or received of the said Lord W. by virtue of force of any former Proviso in these presents expressed, but that the same and every of them, shall stand good, according to the purport and meaning of them, and every of them, notwithstanding any such Revocation, or new Limitation futurely to be made, In witness, &c.

A Covenant to settle Lands for natural affection.

THIS Indenture made, &c. Between R. D. of, &c. on the one part, and T. D. and E. S. of, &c. on the other part: Witnesseth
that

that the said R. D. as well for the natural love and affection which he beareth towards W. D. Gentleman, Son and heir apparent of the said R. D. and in the intent that the Manſies, Land, Tenements and Hereditaments hereafter mentioned, might be and remain to the uses, intents and purposes hereafter in these presents expressed and declared; and for divers other, &c. for himself, his heirs and assigns, doth Covenant and grant to and with the said T. D. and E. S. their heirs and assigns by these presents, That he the said R. D. and his heirs, and all and every other person and persons that now is or are, or that at any time hereafter shall be seized, or entitled of or in all, or any every part of that the Mannor of A. with the Rights, Members and Appurtenances thereof in the said County of O. and of or in all or any Lands, Tenements, Meadows, Pastures, Feedings, Commons, Wayes, Wastes, Wast-grounds, Hereditaments and Appurtenances whatsoever belonging to the said Mannor, or reputed as part, parcel or member thereof in A. now held, and whereof or where in the said R. D. now hath an estate or Inheritance in Fee-simple, shall thereto, and of every part and parcel thereof, immediately from and after the enfeoffing hereof, stand and be seized thereof, and of every part and parcel thereof, to the several uses, intents and purposes hereafter in these presents expressed, and told and declared, (that is to saye) To the use and behoof of the said R. D. for the Term of his natural life, without impeachment of any manner of waste, and after his death, to the use of the said T. D. for the term of his natural life, without impeachment of any manner of waste, and after his decease, to the use of the first Son

of the body of the said L. D. lawfully to be begotten, and of the heirs males of the body of the said L. D. lawfully to be begotten; And for default of such issue, to the use and behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons of the body of the said L. D. lawfully to be begotten, respectively as they shall be in Seniority and age, and of the heirs males of such Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons lawfully to be begotten of his body, the eldest son and his heirs, being always preferred before the younger son and his heirs of his body; And for default of such issue, then to the use of every other the Sons of the said L. D. as they shall be in Seniority and age, and of the heirs males of the Bodies of every such Sons lawfully to be begotten; And for default of such issue, then to the use of M. D. Gentleman, second Son of the said R. D. for the term of his natural life, without impeachment of any manner of waste, and at his death, to the use of the first Son, *proportionally*, in the first Son, then to the third Son in manner *pro rata portionem*. And for the default of such issue, then to the use of the right Heirs of the said R. D. for ever; And to none other intent or purpose whatsoever, with the same clause of Revocation, as is mentioned in the last indent. In witness, &c.

A Condition of a Co. 210-Bond.

THE Condition, &c. That whereas the above-named N. B. at the special instance and request of the above-bounden C. D. for the proper use of the said C. D. and as his surety, by obligation bearing date with these presents, standeth

eth joyntly and severally bound, together with the said C. D. unto E. F. of, &c. in the sum of, &c. with Condition thereupon endorsed for the payment of 100. pound of, &c. to the said E. F. or to his certain Attorney, his Executors or Assigns, at, &c. upon, &c. as in and by the said Obligation and Condition more at large appeareth. If therefore the said C. D. his Heirs, Executors, Administrators or Assigns, or any of them do pay, or cause to be paid unto the said E. F. or his Assigns, the said sum of, &c. at the day and place aforesaid, and also from henceforth, save and keep harmlesse the above named A. B. his Heirs, &c. of and from the foresaid Obligation, and of and from all and all manner of Costs, Charges, Suits, and Damages whatsoever, of, for and concerning the said Obligation; That then, &c.

An Assignment of several Leases of divers Messuages and Lands, with several recitals and good Covenants. Well pen'd.

THIS Indenture made, &c. Between I. S. of, &c. and I. G. of, &c. on the one part, and R. G. of, &c. on the other part; Whereas I. S. of, &c. G. P. of, &c. Executors of the last Will and Testament of M. S. gent. deceased, and the said I. G. by Indenture bearing dated the 26. day of S. in the, &c. of his said Majesties Reign that now is over England, &c. made between the said I. S. and G. P. and I. G. on the one part, and E. S. on the other part, by the name of E. S. of, &c. Did grant, assign, and set over to the said E. S. and her Assignes, as well an Indenture of Demise therein recited, da-
ted

red the day of , &c. made from R. E. late of
 &c. unto I. G. late of B. in , &c. and I. his wife-
 father and mother of the said I. G. party to these
 presents of all that Messuage or Tenement, and
 half yard-land, with the appurtenances then or
 late in the Terure or Occupation of one E. A. or
 his Assigns in S. sometimes W. W. situate and
 being of H. W. and P. and every or either of
 them in the said County of S. and of all houses,
 Buildings, Barnes, Stables, Orchards, Gar-
 dens, Back-sides, and grounds, with the appur-
 tenances whatsoever, to or with the said Messuage,
 or Tenement and premises belonging, with all
 and every other the Lands, Tenements, Feed-
 ings, Hereditaments and Profits whatsoever, to
 the said Messuage or Tenement belonging, or re-
 puted as parcel or member of the same, or any of
 them (except therein excepted) for the Term of
 3000. years, from the Feast of the, &c. then last
 past, at the yearly Rent of 7. shillings of, &c.
 as also all the estate, title, interest, term of
 years thereby granted, then to come and unexpi-
 red, possession, claim and demand whatsoever
 of the said I. S. G. P. and I. G. of and to the
 same, and every part thereof, on Condition there-
 in contained to this effect: That if the said I. G.
 his Executors, Administrators or Assignes, did
 well and truly pay to the said E. S. her Executors
 or Assigns, the summe of, &c. of lawfull English
 money upon the last day of M. then next ensuing,
 That then from thenceforth the said Grant and
 Assignment, and every thing therein contained,
 to be utterly void and of none effect, as by the
 said Indenture more fully appeareth. Which said
 summe of, &c. was not satisfied or paid to the said
 E. S. neither on the day in the Condition of the
 said

said Assignment, made by the said E. S., by reason
 whereof the premises became absolutely sold to
 to the said E. S. And whereas also the said
 G. by his Indenture of Assignment, dated the
 &c. of his Majesty's Reign that now is, did bar-
 tain & assign, and set over to the said E. S. and
 his Assigns, as well the other several of bea-
 roed the 21 day of M. in the one and twentieth
 year of the said late Queen Elizabeth her Reign,
 assignade from the said R. H. to the said I. G.
 (father of the said I. G. party to these presents)
 and his Assigns, of all that his &c. tening the
 particulars down here at large as they were men-
 tioned before, within the Parishes of St. Peter & W.
 within the said County of S. or any one of
 them, with all Woods, Underwoods, Pasture,
 Commodities and advantages, in the said Me-
 suage or Tenement and half yard-land bearing
 for the term of 3000. years, from the least of,
 &c. then next ensuing, at the yearly Rent of, &c.
 as also all the estate, right, title, interest, pos-
 session, Reversion, Term of years, claim and
 demand whatsoever of the said I. G. to the said,
 &c. and other the premises, with the appurte-
 nances, by the same Indenture or Lease, Demised,
 by vertue of the same Indenture or otherwise, as
 by the same Indenture, &c. appeareth: And
 whereas the said E. S. by her Indenture dated,
 &c. did Covenant, with the said I. G. and his as-
 signs: That if the said I. G. or his assigns,
 did well and truly pay to the said E. S. or her as-
 signs, the summe of 300. pounds, at the dwelling
 house of A. C. Scrivener, sometime in B. Loder,
 or the entire payment on the twentieth day of Octo-
 ber, which then shall be in the year of our Lord
 God, 1630. That then she the said E. S. and
 her

her Assigns; should upon request of the said I. G. assign and convey unto him, the said two several recited Indentures of Lease, and all her estate and interest, claim and demand and to the said several Messuages, Lands and premises, demised by the said several Indentures of Lease, as by the said last recited Indenture more at large appeareth: And whereas the said I. G. by his Release dated, &c. did in Consideration of a Competent summe of money, Release all his Right, Title and Interest of and in the said Messuages, Lands and premises to the said E. S. and her assigns, as by the said Release appeareth: And whereas the said E. S. by her Indenture of Assignment dated, &c. did for the Consideration therein mentioned, Assign, and set over, all her estate, right, title and interest of, in and to both the said recited Indentures of Lease, as also in and to the said Messuages, Lands and premises to the said I. S. her father (party to these presents;) To hold to him and his Assigns, during all the residue of the said Term of years, in the said several recited Indentures of Lease then to come and unexpired, as by the said last recited Indenture of Assignment more fully appeareth: Now this Indenture witnesseth that the said I. S. and I. G. for and in Consideration of the summe of, &c. in hand paid, or secured by the said R. G. unto the said I. S. as aforesaid and in Consideration of the summe of, &c. at the enfeoffing and releasing of the said I. S. in hand paid, or secured by the said I. G. unto the said I. G. the said several messuages, &c. which aforesaid summes of money the said I. S. and I. G. do hereby severally and respectively acknowledge, and therefore, and of every part thereof, do severally and respectively acquit and discharge the said R. G.

R. G. his, &c. and for other good, &c. Have demised, granted, set, and to farm-let, released, and confirmed, and by these presents, do, &c. unto the said R. G. his, &c. all and every the said Messuages, Lands, Tenements, Hereditaments and premisses, with their and every of their Rights, Members and Appurtenances in the said former recited Indenture of Lease, or Assignments mentioned: To have and to hold all and every the said Messuages or Tenements, Lands, and all other the premisses, with their and every of their Appurtenances unto the said R. G. his Executors and Assigns, and every of them by these presents for and during, and unto the full end and Term of 99. years from hence next ensuing, fully to be compleat and ended; Yielding and paying therefore yearly during the said term, to the said I. S. his, &c. a Pepper-corn at the Feast of St. Michael the Arch-angel if it be lawfully demanded. And the said I. S. for himself, his, &c. doth covenant and grant to and with the said R. G. his, &c. That he the said I. S. now hath good right, full power, and lawfull and absolute authority to demise, grant, and let the said Messuage or Tenement, lands and premisses, with their appurtenances unto the said R. G. his, &c. for and during the said Term and Number of years aforesaid, according to the true intent and meaning of these presents; And also that the said Messuage, &c. and every of them shall and may during the Term hereby demised, remain and be unto the said R. G. his, &c. sufficiently saved and kept harmlesse, of and from all and all manner of former and other Gifts, Grants, Leases, Forfeitures, Surrenders, Extents, Rents, and Arreages of Rents, and of and from all and all man-
ner

net of Charges, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done or suffered by him the said I. S. or by the said B. S. his said Daughter, or either of them, their, or either of their Executors or Assigns; And also that he the said R. G. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said, &c. for and during the Term hereby demised, without the Let, Sute, Molestation, Interruption or eviction of him the said I. S. or the said B. S. and without the lawful let of all and every other person and persons whatsoever, lawfully claiming in, by, from, or under him, her, or either of them, their or either of their estate, right or title. And the said I. G. for himself, his, &c. doth Covenant and Grant to and with the said R. G. his, &c. That he the said I. G. at no time before the date hereof, hath done, or suffered to be done, any Act, or Thing whatsoever, which shall or may be hurtful, prejudicial, or a hinderance to the said R. G. his, &c. or any of them, in his and their having, and quiet enjoying of the said, &c. But that he the said R. G. his, &c. may have and enjoy the said Lands and Premisses, and every of them, for and during the Term hereby demised, without the let or hinderance of him the said I. G. his, &c. or of any other person or persons whatsoever, claiming by, from, or under him, them, or any of them. And the said I. S. and I. G. and either of them do for themselves jointly and severally, and not one for the other, and for their several and respective Executors, &c. and for every of them, Covenant and Grant to and with the said R. G. his &c. That they the said I. S. and I. G. and either of them, their Heirs and Assigns, and eve-

by of them, shall and will from time to time, and at all times tor and during the space of five years next, &c. at the request and costs of the said R. G. his, &c. further do make, suffer, acknowledge, and execute all and every such further and other lawfull and reasonable Act or thing whatsoever, for the further, better, and more perfect assuring, surety, and sure making of the said, &c. unto the said R. G. his, &c. or to such other person and persons as he the said R. G. shall nominate and appoint, and every or any of them, for and during the said term hereby demised, as also all other the Interest and Term for years, which he the said I. S. now hath in the said, &c. yet to come and unexpired, as by him the said R. G. his, &c. or his, their, or any of their Council learned in the Laws, shall be reasonably devised, or advsed and required. And the said I. S. for himself, &c. doth covenant and grant to and with the said R. G. &c. That he the said I. S. his, &c. or some of them, shall and will within six months now next ensuing the date hereof, deliver or cause to be delivered unto the said R. G. or his Assigns, or some of them, all the Original Leases, or the premises herein before recited or mentioned, as also all and singular the severall mean Assignments made of the premises, from time to time, and also all such Deeds, Evidences, Court Rolls, Writings, Escripts and Minuments whatsoever, concerning the premises or any part or parcel thereof, which now be in the possession, custody, or keeping of the said I. S. or of E. S. or of any other person or persons whatsoever, by their or either of their delivery, privy or appointment, or which he the said I. S. may obtain or come by, whole, uncanceled, safe, unde-

undisced, and in as good plight as the same or any of them now are, and also true Copies of all such other Deeds, Evidences, and Writings as the said I. S. or E. S. or either of them, have or can come by touching the said, &c. or any part thereof, jointly or together with any other lands, the said I. S. his, &c. or some of them, paying, and bearing the charge of making, and writing, and coming by the Deeds, Evidences or Copies, or any of them. And the said R. G. for him, his, &c. doth covenant, promise and grant to and with the said I. S. and I. G. and either of them, their and, &c. That he the said R. G. his, &c. shall and will during the term hereby demised, bear, pay, and discharge all and all manner of quit-rents, or other Rents and Services whatsoever, which shall be due, or any wayes payable, for or in respect of the said, &c. or any of them, from the day of the date hereof, and thereof, and of every part thereof, shall and will sufficiently during the term hereby demised, acquit and discharge the said I. S. and I. G. their Executors and Assigns, and every of them by these presents. In witness, &c.

An Indemnity of Settlements. Well paid.

THis Indenture made, &c. Between the Right Honourable C. Lord S. Baron of H. of the first part, W. N. of the Inner Temple London Esq; and A. T. The Parties of the said Inner Temple London, Esq; of the second part; And the Right Honourable E. Lord G. Baron of D. in the County of J. within the Realm of Ireland, and Dame I. his wife,

wife, D. L. daughter of her the said Dame I. G. and I. S. of M. in the C. of Y. Esq; of the third part; Whereas a Marriage shortly hereafter by the grace of God, is intended to be had and solemnized between the said C. L. S. and the said D. L. Witnesseth now this present Indenture, that the said C. Lord S. as well for and

The considera- in consideration of the said marriage, and of the full summe of 8000. pound, (that is to say)

the summe of 7000. pound of good and lawfull money of England, in hand paid, and the summe of 1000. pound more in Jewels, in hand delivered unto him the said L. S. by the said E. Lord G. and Dame L. his Wife, at and before the enscaling and delivery of these presents, whereof the summe of 2000. Marks in moneys, and the said 1000. pounds in Jewels, were and was a portion given and left unto her the said D. by the last Will and Testament of Sir I. L. her father deceased, and the residue of the said 8000. pound, was and hath been increased for her, by the providence, care, and great love of the said Dame I. G. her Mother, since her said Fathers decease, of and with which said summes of 7000. pound in money, and 1000. pound in Jewels, he the said C. Lord S. doth hereby acknowledge the receipt, and himself to be fully satisfied; And thereof, and of every part and parcel thereof, doth for himself, his Heirs, Executors and Administrators, and for every of them, fully, absolutely and clearly acquit, exonerate and discharge the said E. Lord G. and Dame L. his Wife, their heirs, Executors, and Administrators, and every of them for ever by these presents; And for and in consideration of a competent Joynture to be had and made

made unto the said D. in case the said Marriage shall take effect, and that the said D. shall survive and over-live him the said Lord S. and for the better preservation and continuance of all and every the Mannors, Lordships, Messuages, Lands, Tenements, and Hereditaments, hereafter mentioned in the name and blood of the said Lord S. so long as shall please Almighty God, also for divers and sundry other good and valuable Considerations him the said Lord S. hereunto especially moving; Hath Covenanted, promised, granted, and agreed, and by these presents doth for himself, his heirs, executors, administrators, and assigns, and for every of them, covenant, promise, grant, and agree to and with the said E. Lord G. and I. S. their heirs and assigns, and to and with every of *A Covenant to* them, that he the said C. Lord S. *letty a Fine.* shall & will before the end of *Mi-*
chaelmas Term, next ensuing the date of these presents, before the Justices of our Sovereign L. the King, of his Majesties Court of Common-pleas at *Westminster*, or before some other competent and fit person and persons thereunto lawfully and sufficiently authorized, acknowledge and levy one or more Fine or Fines (*Sur consance de droit come ceo, &c.*) in due form of Law, with proclamations thereupon to be made, according to the Common course of Fines in that case used, and the statute in that behalf made and provided unto them the said W. N. and A. T. and their heirs, or the heirs of one of them,
of all those his Mannors, Lordships, Lands, Tenements, and Hereditaments, called or known by the several names of S. &c, situate, lying and being in

the

the County of E. with their and every of their rights, revenues, members and appurtenances whatsoever, and of all that the Rectory and Church of H. with the appurtenances thereof whatsoever, and of all
General Words. and singular messuages, Hou-

ses, Edifices, Barns, Stables, Dove-houses, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Common, Wayes, Passages, Wast-grounds, Heaths, Furze, Moors, Marshes, Woods, Under-woods, Rents, Reversions, Services, Tithes, as well great as small, and of all other Hereditaments whatsoever, situate, lying and being, growing, arising, renewing, and increasing within any the Towns, Parishes, Hamlets, Tithings, or Fields of S. &c. in the said County of E. and in every or any of them, or elsewhere to the said Mannors, Rectory, or other the premisses, or any of them belonging, or in any wise appertaining, or therewith used and enjoyed, by such name and names, and under such number of Mannors, Messuages, Cottages, and Acres, and in such sort, manner and form, as by the said E. Lord G. and I. S. their heirs or assigns, or by their or any of their Counsel learned in the Law, shall be reasonably advised, devised or required. The true intent and meaning of which said Fine and Fines, so to be acknowledged and levyed of the said premisses, between the said parties as aforesaid shall be, and so shall be construed, meant, intended and adjudged to be, to and for the use and behoof of the said W. N. and A. T. their heirs and assigns for ever; To the only intent and purpose that they the said W. N. and A. T. shall and may stand and be full and perfect tenements of the Free-hold
of

of the said Mannors, Lordships, and all and singular the premises, and of every part and parcel thereof, with the appurtenances, until one or more perfect common Recovery, or common Recoveries, may be had and executed of all and singular the same premises. To suffer a ses, against them the said W. N. Recovery.

and A. T. and their heirs, according to the true intent and meaning of the said parties to these presents: And that they the said W. N. and A. T. from and after the acknowledging and levying of the said Fine or fines by the said C. Lord S. to them the said W. N. and A. T. in manner and form as aforesaid, shall and will before the end of the said Michaelmas term next ensuing the date of these presents, permit and suffer the said E. Lord G. and I. S. to sue and prosecute several Writs of Entry (*Sur disseisin ea le post*) against them the said W. N. and A. T. of the said Mannors, Lordships, Landes, Tenements, hereditaments and premises, and of every part and parcel thereof, with the appurtenances by such name and names, and under such number of Mannors, Messuages, Cottages, and Acres, and in such sort, manner and form as by the said E. Lord G. and I. S. and their heirs, or by their or any of their Council learned in the Law, shall be advised, devised or required, into and upon every of which said several Writs of Entry, (*Sur disseisin in le post*) so to be brought the said W. N. and A. T. shall personally appear: And then immediately after their appearance and defence made, shall and will in the said actions, vouch to Warranty the said C. Lord S. and he the said Lord S. upon such vouchee of him to be made, shall and will in the

said actions so to be brought forthwith *Gratis*, and without Process appear thereunto, and enter into Warranty, and vouch over to Warranty the Common Vouchee, to the end that the Common Vouchee may also appear and enter into Warranty, and afterwards make default, or depart in despite of the Court, so that several perfect common Recoveries, with double vouchers may be had, prosecuted, and executed in and upon the said several Writs of Entry (*Sur disseisin en le poſſ*) in all things according to the usual and common order and form of Common Recoveries, for the assurance of Lands and Tenements in such cases used, of all and singular the said several Mannors, Lordships and premisses before mentioned, and of every part and parcel thereof, with the appurtenances; And that full execution and seizure, shall be had and taken thereof accordingly; And it is hereby covenanted, granted, concluded, and fully and absolutely agreed on, by and between all and every the aforesaid parties to these presents, for themselves, their heirs and assigns, and it is the true intent and meaning of these presents, and of all and every the aforesaid parties to the same, that the said several Recoveries, and the execution thereupon to be had, shall be, and so shall be adjudged, deemed, esteemed, and taken to be, and the Recoverers, their heirs and assigns, and every of them, shall and will immediately from and after the Execution of the said Recoveries, stand and be seized, and be adjudged, deemed, esteemed, and taken to be seized of all and singular the said Mannors, Lordships, Lands, Hereditaments and premisses before mentioned, and every part and parcel thereof, with their and every of their appurtenances to and for

for all and every the several and respective uses, behoofs, intents, and purposes hereafter in these presents mentioned, expressed, limited and declared; And to or for none other use, behoof, intent or purpose whatsoever, (that is to say) to the use and behoof of the said C. Lord S. and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after his decease, then to the use and behoof of the said D. L. and her assigns, for and during the term of her natural life, for and in the name of a Joynture, of and for her the said D. And from and after her decease, then to the use and behoof of the heirs of the body of the said C. Lord S. on the body of the said D. lawfully to be begotten, and for default of such issue, then to the use and behoof of the right heirs of the said C. Lord S. for ever. And the said Right Honorable C. Lord S. for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant to and with the Right Honorable E. Lord G. and I. S. their heirs and assigns, and to and with every of them by these presents, in manner and form following (that is to say) that he the said C. Lord S. at the time of the enfeoffing and delivery of these presents, is lawfully and rightfully seized of and in all and singular the said Mannors, Lands, Tenements, Rectory and premisses, and of every part and parcel thereof, with the appurtenances of a good, sure, perfect, lawful, and indefeasible estate in Fee-simple, or in Fee-tail to himself, and the heirs of his body, without any Reversion or Remainder of the Kings Majesty, and without any manner of Condition or Conditions, Mortgage, Limitation of use or uses,

uses, or other thing or things whatsoever, whereby to alter, change, charge, defeat, determine, or make void the same; And that he the said Lord S. hath full power, good right, and lawfull and absolute authority in his own proper right by these presents, to raise, limit and appoint all and every the foresaid several uses and estates before mentoned, and that all and singular the premises, and every part and parcel thereof, with their and every of their rights, members, and appurtenances now are and be, and so from time to time, and at all times for ever hereafter, shall and may continue, stand, remain, and be to all and every the several uses, intents and purposes before in and by these presents limited, expressed, appointed and declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended and kept harmless of and from all and all manner of former and other gifts, grants, bargains, sales leases, estates, joyntures, dowers, and titles of dower, and of and from all rents, and arrerages of rent-annuities, and arrerages of Annuities, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Extents, Fines, Forfeitures, Issues, Amerciaments, Intentions, Principal Seizins, Liveries, Wills, Entrails, Limitations of use or uses, and of and from all other titles, troubles, arrerages, charges, claims, demands and incumbrances whatsoever: And the said C. Lord S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth likewise further covenant, promise and grant to and with the said E. Lord G. &c. their heirs and assigns, and to and with every of them by these presents, that he the said Lord

Lord S. and his heirs, shall and will from time to time, and at all times hereafter, within the space of seven years next ensuing the date of these presents, at and upon every reasonable request, and at the only proper costs and charges in the Law of the said Lord S. and his heirs, further do make acknowledge, execute and suffer, or cause, or procure to be done, made, acknowledged, executed and suffered all and every such further and reasonable act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, for the further, better, and more perfect assuring, surety, and sure making, settling and conveying of the said Mannors, &c. premises, and of every part and parcel thereof, with the appurtenances to continue, stand, remain, and be to all and every such several uses, behoofs, intents, limitations and purposes, as are thereof, in and by these presents limited, expressed, appointed, and declared, be it by Fine or Fines, Recovery or Recoveries, with single, double, or more Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, enrolled or not enrolled, the enrolment of these presents, or by any other wayes or means whatsoever, as by the said E. Lord G. and I. S. their heirs and assigns, or by any of them, or by their, or either or any of their Council learned in the Law, shall be reasonably advised, devised or required; And finally, the said C. Lord S. for and in Consideration of the said Marriage shortly hereafter, by the grace of God, to be had and solemnized between him the said C. Lord S. and the said D. L. and for the great love and affection which he the said Q. S. hath and doth bear unto the said D. L. doth for himself, his heirs and assigns, and for every of them,

them, Covenant, promise, grant and agree to and with the said E. Lord G. and I. S. their Heirs and Assigns, and to and with every of them by these presents, that he the said C. Lord S. and his Heirs, and all and every other person or persons that now be, or which hereafter shall stand, or be seized of any estate of inheritance of the said Mannors, Lands, Tenements and premisses, or any part thereof, shall and will stand and be seized of so much, and such part and parcel of the said Lordships, Mannors and premisses, as either in respect of not making and naming the right Tenant of the Free-hold, in the several Writs of Entry aforesaid, or in respect of any other legal defect shall not be by the several, and Recoveries aforesaid, well and sufficiently assure, and settle to the several uses before in and by these presents expressed, to the several and respective uses, intents and purposes hereafter in and by these presents expressed, appointed and declared, and to none other use, intent or purpose whatsoever, (that is to say ;) to the use and behoof of the said C. Lord S. and his assigns, for and during the Term of his natural life, without impeachment of or for any manner of waste, and from and after the decease of the said C. Lord S. then to the use and behoof of the said D. L. and her Assigns, for and during the term of his natural life, and from and after her decease, then to the use and behoof of the heirs of the body of the said C. Lord S. on the body of the said D. lawfully to be begotten, and for default of such issue, then to the use and behoof of the right heirs of the said C. Lord S. for ever. In witnesse whereof to one part of these present Indentures, remaining with the said E. Lord G. Dame I. his wife, D. L. and I. S. The said C.

C. Lord S. W. N. and A. T. have interchangeably subscribed, and set their several hands and seals, and to one other part of these present Indentures, remaining with the said W. N. and A. T. the said C. Lord S. E. L. G. dame I. his wife, D. L. and J. S. have interchangeably subscribed, and set their several hands and seals, and to one other part of these present Indentures remaining with the said C. L. S. the said W. N. A. T. E. L. G. dame I. his wife, D. L. and I. S. have interchangeably subscribed, and set their several hands and seals the day and year first above written. *Anno Dom.*

A condition to save harmless where one Attorns Tenant, with a Covenant to grant a Lease when the premisses are sold is the Oblige.

THe Condition of this Obligation is such; That whereas the within named I. S. hath attorned Tenant; and doth and is contented to pay his rent, being eleven pounds ten shillings *per annum*, unto the within bound T. S. his heirs or assigns, for the Messuage or Tenement with the appurtenances, wherein the said I. S. now dwelleth, situate near W. London: If therefore the said T. S. his Heirs, Executors, Administrators or Assigns, do from time to time, and at all times hereafter, clearly acquit, discharge, or sufficiently save harmless and indemnified the said I. S. his Executors, Administrators and Assigns, goods and chattels, as well against one R. N. of the Parish of Saint G. in the Fields, in the County of M. gent. and K. his wife, and against the heirs and assigns of the same K. also against all and every other person and persons whatsoever

of

of, for, from, touching and concerning all such and so much rent, as he the said I. S. his executors, or assigns, hath already paid, or shall hereafter pay to the said T. S. his heirs or assigns, for the Tenement aforesaid, with the appurtenances, and also of and from all actions, suits, charges, distresses, forfeitures, judgments, executions, and all other damages, troubles and incumbrances whatsoever, that shall or may arise, or grow or be had, commenced or prosecuted against the said I. S. his executors, administrators or assigns, by reason of paying the said Rent, or any part thereof unto the said T. S. his heirs or assigns, or by reason of occupying of the said Tenement. And further, if in case the said T. S. his heirs or assigns, do or shall quietly hold and enjoy the possession of the Tenement aforesaid with the appurtenances (amongst other things) as he the same T. now doth for and during the space of two years next coming, after the date within written, without any further new suit; Then if the said T. S. his heirs or assigns, do within one month next after the end and expiration of the said term of two years, or after such time as the estate of the premises shall be perfectly settled in the said T. or his heirs, at the reasonable request, and at the costs and charges in the Law of the said I. S. his executors or administrators, by good, lawful and sufficient Indenture of Lease (in due form of Law to be had, made and executed) demise, grant, and to farm-let unto the said I. his executors, administrators and assigns, all the said Messuage or Tenement with the appurtenances, wherein the said I. now dwelleth as aforesaid, for so many years as will make up the remainder of the term of years in his former Lease, granted full twenty and one years,

years, and under the yearly rent of eleven pounds ten shillings, quarterly to be paid to the said T. his heirs or assigns, or within one and twenty dayes next after every quarter-day by even portions, and with such other reasonable covenants therein to be contained, as are commonly used in such like Leases. That then this present Obligation shall be void and of none effect, or else it shall stand, and remain in full force, strength, and vertue.

A Counter-Condition to save harmlesse from a Bond entred into, for payment of money.

THE Condition of this Obligation is such, That whereas the within named R. C. at the special instance and request, and for the only debt of the within bound I. S. by one obligation of the date hereof, is and standeth joyntly and severally bounden with the said I. S. unto I. le. T. of London Merchant, in the sum or penalty of one hundred pounds of lawfull money of England, with condition thereupon endorsed, for the payment of fifty pounds of like lawfull money of England, on the last day of November, which shall be in the year of our Lord God, according to the computation of the Church of England, one thousand six hundred twenty and four, at the now dwelling house of H. C. of London gent. situate in I. lane in L. as by the same Obligation and Condition may appear: If therefore the said I. S. his executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said I. le. T. his executors, administrators or assigns, or some of them on the said last day of N. above mentioned, and at the place aforesaid,

foresaid, the said sum of fifty pounds, and do thereby clearly exonerate, acquit and discharge the said R. C. his Executors and Administrators, as well of and from the same Obligation before recited, as also of and from all actions, suits, costs, charges, judgments, executions and demands whatsoever concerning the same; That then this present Obligation to be void, and of none effect, or else to remain and abide in full force and vertue,

A Condition to save harmless an Executor, for payment of several Legacies to Orphans, with a covenant to see the same Legacies disposed to the best advantage for the Legatees.

THE Condition of this Obligation is such, That whereas M. D. late of St. I. Street, in the County of M. Widow deceased, by her last Will and Testament in Writing, bearing date the tenth day of M. in the year of our Lord God, One thousand six hundred and fourteen, did amongst other Legacies and Bequests, give and bequeath unto M. T. and A. T. daughters of the within bound T. T. Five shillings a piece of lawfull money of E. as by the same Will more at large appeareth. Which said sums of five shillings a piece, the within named I. S. Executor of the last Will and Testament of the said M. D. hath at the request of the said T. T. at and before the enscaling and delivery hereof, paid and disbursed to the said T. T. for the use and behoof of his said daughters M. and A. If therefore the said T. T. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter, freely and clearly acquit, exonerate and discharge,

or otherwise well and sufficiently save, defend and keep harmless the said I. S. his executors and administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from and against the said M. and A. their Executors, Administrators and Assigns, as also of, from and against all other persons whatsoever, of, for and concerning the payment of the said summes of five shillings a piece to the said T. T. their Father, as aforesaid; And of and from all actions, suits, costs, charges, damages, expences and demands whatsoever, which he the said I. S. his executors, administrators or assigns, shall hereafter happen to incur, sustain, or be put unto, for or by reason of the payment of the said summes of five shillings a piece, for the use of the said M. and A. to the said T. their Father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and veritie.

A Condition to pay the Rent reserved in a Lease, according to the Covenant therein expressed.

THE Condition of this Obligation is such, That whereas the within named I. C. by his Indenture of Lease of the date within written, did demise, grant, and to farm-let unto the within bound H. B. all that Messuage or Tenne, called the signe of the white horse, with all Cellars, Sullers, Chambers, Rooms, Yards, Stables and appurtenances thereunto belonging, as it is now in the tenure or occupation of the said I. C. set, and being in S. in the Parish of St. O. in S. in the County of S. (except as in the same Lease is excepted;) To have and to hold the same from the

M

For R

Feast of the nativity of St. *John* Baptist next coming after the date of the same lease, unto the end and term of ten years, and one quarter of a year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during ten years of the said term of ten years, and one quarter of a year to the said I. his executors or assigns, twenty and four pounds of lawfull money of *England*, at four terms of the year, that is to say, at the Feast of St. *Michael* the Arch-Angel, the Birth of our Lord God, the Annunciation of our Lady, and the Nativity of St. *John* Baptist, or within fifteen dayes next after every of the said Feast-dayes by even portions. And for the last quarter of a year, six pounds at the Feast of St. *Michael* the Arch-Angel next ensuing, the said term of ten years, or within fifteen dayes then next following, as by the same lease more at large appeareth; If therefore the said H. B. his executors or assigns, do yearly, and every year during the said term of ten years, well and truly yield and pay, or cause to be yielded or paid to the said I. C. his executors or assigns, the said yearly Rent of twenty and four pounds at the said four Feasts or Terms of the year mentioned in the said Lease, or within fifty dayes next after every of the said Feast-days, by even portions, and the said sum of six pounds at the said Feast of St. *Michael* the Arch-Angel, next after the end of the said ten years, or within fifteen days then next following, according to the tenure and true meaning of the same Lease: That then this Obligation to be void and of none effect. Or else to be in full force and vertue.

*A Difference on a Recognizance, or Staple-
staple.*

THis Indenture made the one and twentieth day
of *August*, *Anno Dom.* 1634 and in the tenth
year of the Reign of our Sovereign Lord *Charles*
by the grace of God, King of *England*, *Scotland*,
France and *Ireland*, defender of the Faith, &c.
Between *I. B.* Citizen and *Salter* of *London*, of
the one part, and *G. B.* Citizen also, and *Salter*
of *L.* of the other part; Witnesseth, that
whereas the said *G. B.* by a certain Recognizance
of the nature of a statute of the staple, made and
provided for the recovery of debts, taken Recogn-
ized, and sealed before *Sir I. C.* Knight, Mayor
of the staple of *W.* and *E. L.* Esq; Recorder of
the City of *L.* bearing date with these presents,
standeth and is bound unto the said *I. B.* in the
summe of four hundred pounds of lawfull money of
England payable, as by the same Recognizance
more at large appeareth: Neverthelesse, the said
I. B. is contented and agreed, and doth cove-
nant, promise and grant for himself, his heirs,
executors and administrators, to and with the
foresaid *G. B.* his heirs, executors and admini-
strators, and to and with every of them by these
presents; That if the said *G. B.* his heirs, exe-
cutors, administrators or assigns, or any of them
do pay, or cause to be paid unto the said *I. B.* his
executors, administrators or assigns, or any of
them, at or in the now dwelling house of the said
I. B. situate in the Parish of *St. A. H. London*,
the summe of two hundred and eight pounds of
lawfull money of *E.* on the three and twentieth day
of *F.* next coming after the date of these presents

M 2

with

without fraud or coven; That then the foresaid Recognizance shall be utterly void and of none effect, or else to remain in full force, strength, and vertue; I. witnesse whereof the parties first above named to the present Indentures, interchangeably have set their hands and seals, dated the day and year first above written.

A Declaration that a mans name is a conveyance of Land, was only in trust.

TO all to whom these presents shall come, I. S. V. of L. Goldsmith, sends greeting. Whereas I. R. of, &c. in the County of S. gent. lately purchased of S. W. of, &c. all that Barn and yard, with the appurtenances, parcel of, or belonging to the late Rectory of S. in the County of S. now or late in the tenure and occupation of the said I. R. his assignee or assignees, which said premises were by the direction and appointment of the said I. R. conveyed by the said, &c. to me the said S. V. and my heirs, as by the said Conveyance thereof, bearing date the five and twentieth day of September last past may appear, which said Conveyance was so made to me only in trust, to and for the benefit of the said I. R. and his heirs; Now know ye, that I the said S. V. do hereby acknowledge and declare that I am nominated party in the said recited Deed of bargain and sale, by and upon the behalf of the said I. R. and that I am therein trusted only by and for him the said I. R. and his heirs, and that I do not claim to have any right or interest in the said barn and premises, or any part thereof, by the said Conveyance so made to me, or otherwise to my own use or benefit, but only to and for the sole use and

and benefit of the said I. R. and his heirs; And I the said S. V. do for my self, and my heirs, covenant to and with the said I. R. and his heirs by these presents, That I the said S. V. and my heirs, shall and will at any time hereafter upon request, and at the costs and charges of the said I. R. and his heirs, by good assaunce and conuaynce in Law, convey the said bar and premises to the said I. R. and his heirs, or to such other person or persons as he shall nominate, direct or appoint. In witness whereof I the said S. V. have hereunto put my hand and seal the, &c. day of, &c. in the year of our Lord God, One thousand six hundred fifty and one.

A Grant of Lands in Fee, in consideration of money, and in further consideration of exchange of other Lands.

THis Indenture made, &c. between, &c. Witnesseth that the said L. G. and also for and in consideration of a certain competent summe of lawful money of England to him in hand before the enfealing and delivery of these presents, by the said I. B. well and truly paid, and for and in consideration of other Lands, Tenements and Hereditaments by the said I. B. conveyed and assured to the said L. G. and his heirs in exchange; Whereof and wherewith the said L. G. acknowledgeth himself fully satisfied and contented, and thereof, and of every part and parcel thereof, clearly acquiteth and dischargeth the said I. B. his heirs and assigns, by these presents hath bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth fully and clearly bargain, sell, alien, enfeoffe and confirm in exchange unto the said I. B. and his heirs, All that Scire, and

M 3

capital

capital Messuage or tenement with the appurtenances situate, &c. now being in the tenure or occupation of the said L. G. or his assigns, and all and every the barns, stables, out-houses, orchards, gardens, and other appurtenances to the said Messuage or Tenement belonging, or in any wise appertaining, and all and every other the Lands, Meadows, Pastures and closes therewith occupied by the said L. G. and being in E. aforesaid; And all that Messuage or Tenement, with the appurtenances situate and being in E. aforesaid, and 30. acres of land, meadow, and pasture thereunto belonging, now or late in the tenure, &c. And all that Messuage, &c. and all that Cottage, &c. and all and every the Commons, Wastes, Grounds, Leys, and other appurtenances to the premises or any of them belonging, or in any wise appertaining; And all and every other the Lands, Tenements and Hereditaments situate, lying and being in E. aforesaid, with all and singular the appurtenances, whereof E. G. Esq; Father of the said L. died seized of an estate of inheritance, and the Reversion and Reversions of the premises, and of every part and parcel thereof, and all and every the Rents and yearly profits whatsoever, reserved upon whatsoever lease, demise or grant, leases, demises or grants made of the premises, or of any part thereof, except and alwayes reserved out of this present grant, bargain and sale to the said L. G. his heirs and assigns, the Parsonage of C. and the Parsonage house and grounds thereunto belonging, within, &c. now in the occupation of R. B. Clerk, and also except, &c. And also the said L. S. for the said Consideration hath bargained and sold, and by these presents doth, &c. to the said I. B. and his heirs

heirs, and all and every the Deeds, Evidences, Escrip^ts and Minuments whatsoever, touching or concerning only the premisses, or only any part or parcel thereof, all and every which Deeds, Evidences and Writings, or as many of them the said L. G. now hath, or any other to his use, or by his delivery hath or have, which he may lawfully come by without suit in the Law: The said L. G. Covenanteth and Granteth by these presents, for himself, his heirs, executors and administrators, to and with the said I. B. his heirs and assigns, safely to deliver to the said I. B. his heirs and assigns, before the feast of *St. Michael* the Arch-Angel, next ensuing the date hereof, whole and uncanceled, to have, hold, and enjoy the said Capital Messuage or Tenement, and all and every the said Messuages, Tenements, Lands, Meadows, Pastures, Commons, and all and every other the premisses, with the appurtenances to the said I. B. his heirs and assigns for ever, to the only use and behoof of the said I. B. his heirs and assigns for ever; And the said L. G. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said I. B. his heirs, and assigns, that he the said L. G. is and standeth at the enfealing and delivery of these presents, and so shall be at the expiration of the first estate of inheritance, of and in the premisses to the said I. B. solely, lawfully and rightfully seized of a good, lawful, perfect and rightful estate in the Law in Fee-simple, of and in the said Capital Messuage or Tenement with the Appurtenances, and of and in all and every the said Messuages, Tenements, Lands, Meadows, Pastures, and all and every other the premisses with the appurtenances,

nances, and of and in every part and parcel thereof, to the proper use of the said L. G. and his heirs for ever, without any manner of Condition, and without any Reversion or Remainder thereof, or of any part thereof in the Kings Majesty, his Heirs or Successors, or of any other person or persons whatsoever, and that he hath good right, just and true title, and lawful authority to bargain, sell and assure the same to the said L. B. and his heirs, according to the tenure and true meaning of these presents, And also the said L. G. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise, and grant to and with the said L. B. his heirs and assigns by these presents, that the said L. B. his heirs and assigns, shall and lawfully may from hence forever peaceably and quietly have, hold, occupy and enjoy the said Capital Messuage or Tenement, and all and every other the premises with the appurtenances, without any manner of let, trouble or interruption of the said L. G. his heirs or assigns, or of any person or persons claiming, by, from or under any the Ancesters of the said L. G. clearly discharged, or for ever hereafter sufficiently saved harmlesse by the said L. G. his heirs and assigns, of and from all and every other bargains, sales, estates, leases, Statutes-Merchant, and of the Staple Recognizances, Judgments, Joynures, Dowers, Annuities, Fines, &c. and of and from all and every other charges and incumbrances whatsoever, by the said L. G. or any of his Ancestors, had, made, committed or done, or willingly suffered before the enfealing and delivery of these presents, or before the execution of an estate and seizin of and in the premises to the said L. B. his, &c. except the rents and
 services

services to be due and done to the chief Lord or Lords of the Fee or Fees of the premises in respect only of the Seigniorie thereof, and also except one Lease and Demise made by the said E. G. of the said Tenement now in the occupation of the said I. B. for term of certain years, which shall expire within 9 years now next coming, whereupon is reserved the yearly rent of 30 shillings; And one Lease and Demise made to, &c. for certain years, not exceeding the term of 17 years now to come, whereupon is reserved, &c. *ut prædict.* or for certain years, whereof there are now to come above the number of 17 years, and whereupon is reserved, &c. which said several yearly rents, and every of them, shall continue and be payable to the said I. B. his heirs and assignes, during the continuance of the said several Demises. And also the said L. G. covenanteth and granteth by these presents, for himself, his heirs, executors and administrators, to and with the said I. B. his heirs and assignes, that he the said L. G. and A. his Wife, and the heirs of the said L. and all and every other person and persons, and their heirs, having, or that shall have any right, estate or interest of or in the premises, or any part thereof, by, from or under the said L. G. or by, from or under any of his Ancestors, shall and will from time to time during five years now next ensuing, at the reasonable request, costs and charges of the said I. B. his heirs and assignes, do make and execute, or cause, knowledge and suffer to be done, all and every such further act and acts, thing and things, device and devices in the Law whatsoever, be it by Deed or Deeds, inrolled, or not inrolled, Fine, Reoffment, Recovery, with double or single Voucher or Vouchers, release,

lease, confirmation, or otherwise with warranty against the said L. G. and his heirs, and the Ancestors of the said L. G. or otherwise without warranty for the further and more better and perfect assurance, safety and full-making of the said Capital Messuage or Tenement, Lands, Meadows, Pastures, and all and every other the premises with the appurtenances to the said L. B. his heirs and assigns, as by the said L. B. his heirs or assigns, or his or their Council learned in the Law shall be reasonably devised or advised: In witness, &c. *Articles concerning Lands purchased until the Covenants could be made.*

Articles of agreement indented, made, concluded and agreed upon the . . . day of Sept. between H. D. of E. in the C. of H. gent. of the one part, and F. R. of the Parish of S. M. in the fields in the C. of M. T. of the other part, viz.

Imprimis, the said H. D. (for the consideration hereafter in these presents mentioned and expressed) for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said F. R. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said H. D. and . . . his Wife, their Heirs, Executors, Administrators and Assigns, shall and will at the proper costs and charges in the Law of the said F. R. his Heirs, Executors, Admin. or Assigns, by or before the tenth day of *October*, now next coming after the date of these presents, make, seal, deliver, do, execute and acknowledge all and every such Act and Acts, Deed and Deeds, Fine and Fines, Assurance or Assurances, or other Conveyances in the Law whatsoever, as he the said F. R. his Heirs, Executors or Assigns, or his or their Council learned in the Law shall reasonably devise,

wise, advise or require for the sure conveying, settling, attesting and sure-making unto the said F. R. his Heirs, Executors, Administrators and Assigns for ever, All that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the occupation of P. A. Pewterer, his Assignee or Assignees; And of all that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the tenure or occupation of

S. Chandler, his Assignee or Assignees: And of all that room or shop with the Appurtenances, now in the occupation of W. Cheesemonger, all which premises are situate, lying and being on the South-side of the High-street commonly called Fleet-street *London*, over against the Cundit at or next the corner turning into *Subsary Court* there.

In consideration whereof be the said F. R. for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said H. D. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said F. R. his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly satisfie, content and pay, or cause to be satisfied, contented and paid unto the said H. D. his Heirs, Executors, Administrators or Assigns, the full sum of five hundred and ten pounds of lawful money of *England* in manner and form following; viz. Ten pounds thereof at the enscaling and delivery of these presents, the receipt of which said ten pounds, the said H. D. doth hereby acknowledge and confesse, and thereof doth clearly and absolutely exonerate, acquit and discharge the said F. R. his Heirs, Executors

ecutors and Administrators for ever by these presents; And the other five hundred pounds residue, and in full payment thereof forthwith and immediately after that he the said H.D. and A. his Wife, their heirs, executors or assigns, shall have levied and acknowledged to the sole and only proper use and behoof of the said F. R. his heirs, executors, admin. and assigns, (in due form of Law) such conveyances, and Fine or Fines, of all the premises with their appurtenances before mentioned or intended to be sold unto him the said F.R. his heirs, executors or assigns, as the Council learned in the Law of the said F.R. his heirs, executors, administrators or assigns shall reasonably devise, advise or require, without covin or delay.

Item, It is agreed between all parties to these presents, That all Assurances and Conveyances, and all Fine or Fines hereafter to be had, levied and acknowledged of all the premises before mentioned, shall be and enure, and shall be deemed, construed and taken to be and enure, to the sole and only proper use, benefit and behoof of him the said F. R. his heirs, executors, administrators and assigns for ever, and to no other use, intent or purpose whatsoever.

Last y, It is agreed, That if the said D. doth not travel up in person to the Cities of *London* or *Westminster*, for to levy and acknowledge such Fine or Fines, or other Conveyances, as shall be requisite for the sure settling of the premises unto the said F. R. his heirs, executors and assigns in form aforesaid, then he the said H. D. his heirs, executors or assigns, shall pay and allow unto the said F. R. his heirs, executors or assigns, at the acknowledging of such Fines, the sum of ten shillings sterling, for and towards his charges, in procuring of a Writ called *De dimis potestatem* to enable

able her the said D. to acknowledge the same
Fine in the Countrey. In witness, &c.

Bonds to perform Covenants.

A plain bargain and sale to be enrolled.

THis Indenture made the day of
in the seventh year of the Reign of our So-
veraign Lord Charles, by the Grace of God of
England, Scotland, France, and Ireland, King,
Defender of the Faith, &c. Between J. B. Citizen
and Grocer of London of the one part, and I. D.
of H. in the County of E. Esq; I. S. of Lincoln
Inne in the County of M. Esq; I. C. of D. in the
County of H. Clerk, and R. D. Gent. second son
of the said I. D. of the other part, witnesseth, that
the said J. B. for and in consideration of the sum
of five hundred and thirty pounds of good and
lawfull money of England, to him in hand paid by
the said I. D. the receipt whereof he acknowledg-
eth by these presents, hath granted, bargained and
sold, and by these presents doth clearly and abso-
lutely grant, bargain and sell unto the said I. D.
I. S. I. C. and R. D. their Heirs and Assigns for
ever, all that Field or parcel of land, lying and be-
ing in R. in the County of E. commonly called
or known by the name of Hilly Field; And all
that little Marsh or parcel of Marsh-ground, lying
and being at or near the end of the said Field or
parcel of Land; And also all that great Marsh or
parcel of Marsh-ground, and the little Marsh or
parcel of Marsh ground adjoining to the same
great Marsh in R. aforesaid; All which premisses
do contain together by estimation thirty and five
acres, be they more or lesse, and are sit, lying
and being in R. aforesaid, and now or late in the
tenure

tenure and occupation of T. L. of H. in the said County of E. Esq; and the above named I. D. or one of them, or of the Assignee or Assignees of them, or one of them, and all buildings, woods and under-woods standing and growing upon the premises, and all wayes, easements, profits, commodities and appurtenances whatsoever thereunto belonging, and all the reversion and reversions, remainder and remainders, estate and interest of him the said I. B. of and in all and singular the premises, with all and every their incidents, and all evidences, writings or minuments, of or concerning the said lands and premises, to have and to hold the said Field, Marshes, Marsh-grounds and premises before mentioned, with all and every the appurtenances unto the said I. D. I. S. I. C. and R. D. their Heirs and Assigns to the only use and behoof of them the said I. D. I. S. I. C. and R. D. their Heirs, Heirs and Assigns for ever: In witness, &c.

Articles for building.

Articles of a Covenant indented, made, concluded and agreed upon the, &c. Between I. F. of, &c. of the one part, & T. B. of, &c. of the other part, as followeth, viz.

First, the said T. B. and C. T. for themselves their Executors and Administrators do jointly and severally covenant, promise and grant to and with the said I. F. his Executors, Administrators and Assigns by these presents in manner and form following, that is to say, that they the said T. B. and C. T. their Executors, Administrators or Assigns, or some of them for the consideration hereafter mentioned, shall and will forthwith take down the now dwelling house of the said I. F. situate and being in St. M. lane in the Parish of St. M. in the Fields aforesaid, and in the room thereof shall

shall make, erect, build and set up one new Tenement or dwelling house to contain thirty feet and a halfe in width, or near therabouts, and in length thirty and six feet or near therabouts, and shall make one Celler of the same length and breadth, and shall make two rooms upon each floor, the one forward and the other backward, and shall make the Celler six foot and a halfe deep, the Story over the same Celler nine feet deep, the Story over the same Story nine feet deep likewise, the halfe Story over the same Story seven feet and a halfe deep, and the Garrets over the said halfe Story, three foot and a halfe to the top of the raising piece, and shall make one stack of Chimneys to contain ten fire rooms of such largenesse as the room will conveniently afford, and shall make them sufficient to carry away the smoke without any annoyance; And shall pave the Celler with good and well burned bricks, and shall lay all the foot paces with green and yellow tyles, saving the Cellers which is to be laid with brick, and the dining-room which is to be laid with Galley tyles; and shall make the walls on the South side, the fore-front; and the back-side according to his Majesties Proclamation, and shall provide and set up all manner of timber to be used about the same building of good and sufficient soundings, and shall lay all the floors with good seasoned Norway deal boards well shot and plained, and closely laid and well nailed, and shall make good and easie stairs of Elme boards, so large and spacious as the room will afford, and shall well and sufficiently tyle all the said building with good tyles and lath the tiling with hair laths, and shall lay all the walls, ceilings and partitions with lime and hair, and shall make a good and sufficient bat-

ten deal doors towards the street, and shop windows suitable to the same, and shall fit one sufficient lock and bolt to the street door, one bolt to the back door, and one bolt to the Celler door, and shall make one sufficient door to every room, and hang them with sufficient hooks and hinges, and shall make sufficient casements to all the windows, that is to say, four in the dining-room, two in the new room over the dining-room, two in the half Story, and one in the Garret, one in the room next over the Celler backward, and one in each room over the same room, and shall make all the windows as large and convenient for light as the rooms will afford, and shall make such lights for the Stairs in the side walls as shall be fitting and convenient, and shall make or do, or cause to be made and done, all the Plumbers work and Glaziers work of and belonging to the said building well and sufficiently, and shall colour all the outside of the windows, doors, shutting windows and the Posts at the doors with oy or a stone-colour, and the Inner side of the window of the lower room backward, and the Inner side of all the windows of every room above Stairs with size of the same colour; And shall make cresting boards to every window, and shall make a Pent-house covered with tiles over the street-door and shop windows the whole breadth of the fore front, and shall set up two fair turned Posts at the street-door with two Benches to sit on, and also shall set up one wise board in the shop of Oak, four inches thick, two foot broad, and eight feet long, make one brick-wall of seven foot high with the Copping, one brick in length thick, and thirty foot long or thereabouts to sever the yard of the said L. F. from the yard now in the occupation of L. S. L. and also shall

remove

remove the Cole-house now standing in the yard of the said I. F. from the place where it now standeth to the upper end of the yard, and also shall make one shop with a room or chamber over it, which shall adioyn up close to the said Cole-house; And the said new brick wall which is to be built for the deviding of the said yards, which said shop or shed and room over it, is to contain in length thirteen feet, in breadth nine feet, and in height up to the eves seven feet, and shall cover it with ryles, and lay all the walls with loam and lime and hair rendred upon; And shall make one forge Chimney and a Hearth to it, and a frame to hang a pair of bellows on, and shall set up two boards, the one below, and the other above, such, as the said I. F. shall provide, and shall make two shutting windows, the one below, and the other above, and hang them with hinges, and shall make the floor of the chamber or room above of sufficient joysts and boards, and shall make a ladder to go up therinto with flat steps, and shall find and provide at their costs and charges all and all manner of ryles, bricks, laths, nails, lead, iron, sand, lime, loam, hair, scaffolding, stuff, and all other materials whatsoever which shall be fit and needfull to be used in or about the said buildings, and shall carry away all the rubbish, loam and earth whatsoever, which shall arise by reason of the said building, and also shall make one good and sufficient gutter to carry the water out of the yard into the street, and shall and will well and workman-like frame, erect, set up and finish all the said building in and by all things that belongeth to the works of a Carpenter, Brick-layer, Tyler, Plasterer, Plumber, Smith and Glasier, at or before the four and twentieth day of

1784, now next coming after the date hereof.

In Consideration of which said building to be done and finished in manner and form aforesaid, the said I. F. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. B. and C. T. their Executors, Administrators and Assigns by these presents in manner and form following, that is to say, that the said I. F. his Executors, Administrators or Assignes, or some of them, shall and will truly pay or cause to be paid unto the said T. B. and C. T. their Executors, Administrators or Assignes, at or in the now dwelling house of A. T. Shoemakers, situate and being in St. M. Lane aforesaid, the sum of one hundred pounds of lawfull money of England, at three several payments in manner and form following, that is to say, thirty three pounds six shillings and eight pence thereof in hand, at and before the sealing and delivery hereof, the receipt whereof the said T. B. and C. T. do hereby acknowledge and confess, and thereof and of every part and parcel thereof do clearly acquit, exonerate and discharge the said I. F. his Executors and Administrators, and every of them, for ever by these presents; other thirty three pounds six shillings and eight pence thereof when the whole building is framed, the Chimneys set up, and the roof tyled, and other thirty three pounds six shillings and eight pence thereof residue and in full payment of the said sum of one hundred pounds when the whole building is fully set up and in every respect finished; And further, that the said T. B. and C. T. their Executors, Administrators or Assignes shall have and take to his and their own uses all the timber, boards and other materials whatsoever

ver to be pulled down in or about the said old house, and use so much thereof in the new buildings as shall be good, sound and serviceable; In witness, &c.

Articles between two Joyal purchasers for dividing the rent, and avoiding future shop.

Articles of Agreement indicated, made, concluded, and agreed upon the day of August. Between P. D. of S. T. C. within the Parish of S. M. in the Fields, in the County of M. Westfall, of the one part, and L. D. of the Parish of S. M. in the Fields aforesaid, Citizen and Merchant Taylor of L. of the other part, 217.

IMprimis, Whereas G. G. of the Parish of St. M. in the Fields aforesaid, G. by his Indenture of lease bearing date the eleventh day of M. in, &c. for the consideration therein expressed, did demise, grant, and to farm-let unto T. N. then of the City of W. in the said County of M. Taylor, All that piece or parcel of ground, parcel of the Earle of B. pasture, called Covent Garden and long Acre, or one of them butted and bounded, and containing such length and breadth, as in the said Indenture is expressed, together with all that Messuage or Tenement thereon, or one part thereof, then lately erected and built by the said G. G. containing a Kitchen, a Cellar a Shop, and Back-room over the said Kitchen, and Cellar, and six Chambers over the same Shop and Back-room, with Studies and other conveni-

ces thereunto belonging; Together likewise with a Well, a House of Office, and Crosse Partition wall then lately built on the said ground, together also with all lights, easements, water-courses, profits and emoluments whatsoever to the said premises belonging, and all wayes and passages then used, or which then after shall be laid forth and used, to and for the said new erected buildings, all which premises are situate, lying and being in the Parish of St M. in the Fields aforesaid; To have and to hold unto the said T. N. his executors, administrators and assigns, from the Feast-day of the Annunciation of our blessed Lady, Saint Mary the Virgin, then next ensuing the date of the said Indenture of Lease, unto the full end and term of twenty and one years from thence next ensuing, fully to be compleat and ended: at and for the yearly Rent of six and twenty pounds of lawful money of England payable, As in and by the said recited Indenture of Lease amongst divers Covenants, Grants, Clauses, Conditions and Agreements therein contained more at large doth and may appear: And whereas the said T. M. by his Indenture of Lease bearing date the sixteenth day of May in the, &c. for the Consideration therein expressed, did demise, grant, and to farm-let unto P. P. of London gent. the several Rooms, Chambers, Easements and Commodities in the said Indenture particularly mentioned and set down, being part and parcel of the Messuages, or Tenements wherein the said T. N. did then, or is now thencefore inhabit and dwell together, with all wayes, Lights, Easements, Water-courses, and amongst others those that fell in the Common Sewer at that present, through the Tenements, that the said N. did then possesse, and all Profits, Commodi-

Commodities and Appurtenances whatsoever, to the said several Rooms and Premises belonging, and appertaining, as the same were then severed, divided, parted and allotted out for the use and occupation of the said P. P. To have and to hold the said Rooms and Premises unto the said P. P. his Executors, Administrators and Assigns, from the day of the date of the said last mentioned Indenture of Lease, unto the full end and term of Fourteen years from thence next and immediately ensuing, and fully to be compleat and ended, And for the yearly Rent of four and twenty pounds payable, as in and by the said last recited Indenture of Lease, amongst divers Covenants, Clauses, Conditions and Agreements therein contained, more at large also it doth and may appear, the Estate, Right, Title, Interest and term of years to come of him the said T. N. of, in, and to all the above-recited Premises, and every part thereof, is lawfully come and vested in the above-named P. D. and L. D. by force and virtue of one Indenture of Assignment bearing date the Six and twentieth day of May last past, before the date of these presents, made and granted by the said T. N. unto the said P. D. and L. D. as in and by the said Indenture of Assignment, amongst other things therein also contained, more at large likewise appeareth: And whereas also the said P. D. and L. D. by their Indenture of Lease bearing date the Twentieth day of June last past before the date of these presents (for the Consideration therein expressed) did demise, grant, and to farm-let unto G. D. of the Parish of St. C. D. in the said County of M. Citizen, and Painter-stainer of London, all that Messuage or Tenement, being part of the Premises first above recited, containing

N 3

saving the several rooms particularly in the said last mentioned Indenture expressed, with the yard, garden plat and house of office, and all lights, easements, wayes, passages, profits, commodities and appurtenances whatsoever, to the said premises, belonging or in any wise appertaining, (except out of the said last demise as in the said Indenture is excepted) to hold the said premises unto the said G. D. his Executors, Administrators and Assignes, from the Feast of the Nativity of *St. John Baptist* next ensuing the date of the said last mentioned Indenture of Lease unto the full end and term of twelve years and half a year, two months and fourteen dayes from thence next ensuing, and fully to be compleat and ended, at and for the yearly rent of thirty pounds payable, as in and by the said last recited Indenture of Lease amongst divers other covenants, clauses and agreements therein also contained, more at large likewise appeareth; and whereas further the said P. D. and L. D. by one other Indenture of Lease bearing date the twentieth day of *July* last past before the date of these presents (for the consideration in the same Indenture expressed,) did demise, grant, and to farmlet unto W. H. Citizen and hih-monger of *London*, all that Messuage or Tenement with the yard behind the same, and the house of office in the same yard standing, being parcel likewise of the said premises first above recited, for the term of twelve years, one half year, two months, and fourteen dayes, commencing from the Feast-day of the Nativity of *St. John Baptist* last past before the date of the same Indenture of Lease, for and under the yearly rent of ten pounds and ten shillings, payable likewise, as in and by the said last mentioned Indenture of Lease amongst divers covenants, clauses

clauses and agreements in the same Indenture of Lease contained more at large also appearing.

Now it is covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of either of them is, that forasmuch as either of the parties above named have disbursed and paid their several equal shares and proportions of money for the purchase of the premises above recited, that the several rents of thirty pounds, fourteen pounds, and ten pounds ten shillings upon and by the said several mean Indentures of Leases, above recited reserved (the said yearly rents of six and twenty pounds, reserved upon the said first recited original Indenture of Lease payable to the above named G. G. his Executors, Administrators or Assigns, for all the before recited premises being first paid and discharged) shall be equally divided and shared between the said parties, parties to these presents, share and share like; and if it shall happen either of the said parties to die before the end and expiration of the term and terms of years in the said several Indentures of Leases before recited, or in any or each of them now to come and unexpired, that then and from thenceforth, it shall and may be lawful to and for the Executors, Administrators and Assigns of the party deceasing, to have, occupy, receive, take and enjoy the full and entire moiety or half-part of all the rents, issues and profits of all and singular the before recited premises with the appurtenances, in as large and ample manner and form to all intents and purposes, as the party so doing should or ought to have done, if he had lived, and were then living, any grant, restraint, provision, statute or ordinance to the con-

any notwithstanding, and that neither of the said parties, nor the Executors, Administrators or Assigns of them, or of either of them, shall or will at any time or times hereafter take, demand or receive any of the rents above reserved, or make or give any discharge or acquittance of or for the same, or any part or parcel thereof, without the knowledge, assent or consent of the other party, his Executors, Administrators or Assigns, first had and obtained in Writing under his or their hand or hands.

Item, It is further covenanted, concluded and agreed unto, by and between the said parties to these presents, that neither of the said parties nor the Executors, Administrators or Assigns of them, or of either of them, shall or will at any time or times hereafter, grant, bargain, sell, assign, surrender or set over his or their estate or estates, right, title, interest, term and terms of years to come of, in or to all or any part of the before recited premises with the appurtenances, to any person or persons whatsoever, without the knowledge, consent or refusal of the other party first had, (he paying as much as any other shall or will give and pay, (*bona fide*) for the same) or shall or will take or endeavour to take any new Lease for years, lives or otherwise, or any other grant whatsoever of the before recited premises, or any part or parcel thereof in reversion after the expiration of the term of years they now have and enjoy in the said recited premises, by force and virtue of the said first recited Indenture of Lease made from the said G. G. to the said T. N. as aforesaid, either from the said G. G. his Executors, Administrators or Assigns, from the Right Honorable the Earle of B. his Heirs or Assigns,

Part 3.

(185)

or any other immediate Tenant or Farmer, claiming from, by or under them or any of them, without the knowledge, assent, consent or refusal likewise of the other party, his Executors, Administrators or Assigns, in Writing under his or their hand or hands, or before sufficient Witnesses first had and obtained.

Lastly, It is covenanted, concluded and fully agreed upon, by and between the said parties to these presents, that all and every the several Deeds and Writings before recited, shall be reputed, deemed and taken to be and enure to the joynt use and uses, benefits and commodities of both the said parties, their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever, and that the party, his Executors, Administrators or Assigns, so keeping the same Writings, shall and will upon the reasonable request or requests of the other party, his Executors, Administrators or Assigns, at all times hereafter produce and bring forth, and be ready to shew all and every, or so many of the same Writings that shall be required at his or their hands, either for the producing and getting of a further time or title, of and in all or any part of the before recited premises, or for the maintenance of the title of the premises, (if it should be questioned) as for the sealling and conveying away of all his or their estate or interest, of and in the moiety of all or any part or the said recited premises without covin or delay. In witness, &c.

Artisloe

Articles to surrender Copy-hold Lands, till the surrender can be had.

Articles of Agreement, indented, had, made, concluded and agreed upon the 7th day of January between P. C. of B. in the County of W. gent. of the one part, and H. H. of M. T. L. gent. of the other part, as followeth.

I *Appear*, whereas the above named P. C. now standeth lawfully seized in his demesn, as of fee according to the custom of the Mannor of B. aforesaid, after the decease of T. C. Widow, or and in one copy hold or customary Messuage, together with a garden, back-side, out-house and other appurtenances thereunto belonging, situate in the upper street in B. aforesaid, and parcel of the aforesaid Mannor. And whereas the said P. C. is now possessed of the aforesaid Messuage and premisses with the appurtenances, by demise from the said T. C. for a certain term ending at the Feast of St. Michael the Arch-Angel, next ensuing the date above written, The said P. C. doth for himself, his Heirs, Executors and Assigns, covenant, grant and agree to and with the said H. H. his Executors and Assigns by these presents, that he the said P. C. on this side, and before the first day of Easter term next ensuing, shall at the costs and charges of the said H. H. convey, assign and set over unto the said H. H. and his Assigns, all the present estate, title and interest of the said P. C. in and to the said Messuage and Premises, and every part and parcel thereof with the appurtenances,

ces, and shall and will put the said H. H. or his assigns in peaceable possession thereof, and that the same shall be then in as good plight and repair, as now they be.

Item, The said P. C. for and in consideration of the summe of ten pounds of lawfull money of England, by the said H. H. unto the said P. C. well and truly paid, whereof the said P. doth acquit and discharge the said H. by these presents, as also for and in consideration of the summe of one hundred pounds of like money to be paid by the said H. to the said P. as hereafter in these presents is limited, doth for himself, his Heirs Executors and Assigns, and every of them, covenant, grant and agree to and with the said H. H. his Executors, and Assigns by these presents, that he the said P. C. and S. his Wife, shall and will before and on this side the said first day of Easter term next ensuing, by usual names surrender according to the custom of the said Mannor, into the hands of the Lord of the said Mannor, the aforesaid Messuage and Premises with the Appurtenances, and all their estate, possession, reversion, remainder, right, title and interest therein, to the use and behoof of the said H. H. his Heirs and Assigns for ever, and that he the said P. hath now good right and title to the said Messuage and Premises with the Appurtenances, and a good estate therein in Fee-simple, according to the custom of the said Mannor after the decease of the said T. C. and shall make and give unto the said H. H. such assurance and security for the quiet enjoying of the Premises, as the said P. hath had, made or given unto him by W. W. of whom the said P. lately purchased the same, and shall and will assign over to the said H. by such wayes or means, as by

by him or his Council learned in the Law, shall be reasonably devised, advised and required, all Bonds, and other collateral Security, which the said P. now hath, for the safe and free enjoying of the premises, or any part thereof.

Item, The said H. H. doth for himself, his Heirs, Executors and Assigns, covenant, promise and grant to and with the said P. C. his executors, Administrators and Assigns, and every of them by these presents, that he the said H. H. or his Assigns, shall and will upon the aforesaid Surrender made by the said P. and S. his wife, and the peaceable possession delivered of the Premises in such good plight and repair as they now be according to the true intent and meaning of these presents, pay, content and satisfy unto the said P. C. or his Assigns, the whole and just summe of one hundred pounds of lawful money of *England*.

Item, it is agreed between the said parties to these presents, that the said H. H. shall buy of the said P. C. such moveables as now be in the said Messuages and Premises, or that he shall be pleased to leave there at such rates, as two men to be by the said P. and H. indifferently chosen shall appraise the same, and that the said H. H. shall pay unto the said T. C. all Rents that shall grow due unto her for the Premises, from the day of the date of these presents, in witness whereof the parties above named these presents, have interchangeably set their hands and seals the day and year first above written

An Indenture of Covenants to stand seized to uses, in consideration of marriage, &c.

THis Indenture made the _____ day of *January*, in the year of the Reign of our Sovereign Lord *Charles*, by the grace of God of *England, Scotland, France, and Ireland* King, Defender of the Faith, &c. the second, between *I. F.* of *D.* in the County of *D.* Gent. of the one part, and *N. G.* of *W. K.* in the said County Yeoman, *I. S.* of *S.* in the said County Yeoman, and *W. B.* of *S.* aforesaid, Yeoman of the other part, witnesseth, that for and in consideration that the said *I. F.* hath married *A.* the daughter of the said *N. G.* and by her issue hath one son, and to the intent to provide and establish some certainty of living and livelihood to be had and enjoyed by or unto the said *A.* after his decease, and for the establishment of some part and portion of those inheritances as is descended unto him the said *I. F.* from his Ancestours, unto his said son *I.* begotten on the body of the said *A.* and unto such other issues as it shall please God to send him of the body of the said *A.* for the natural affection and fatherly love he beareth unto the said *I.* and other issues he may happen to have of the body of the said *A.* and to the intent that the the said *A.* may be the better able to bring up, educate and help the said *I.* his sonne, and such other child or children as he shall happen to have by the said *A.* when it shall please God to call the said *I. F.* out of this mortal life, if it shall chance that she shall over-live the said *I. F.* doth by these presents, covenant, grant, agree to and with the said *N. G.* *I. S.* and *W. B.* and to and with every of them, that

that he the said I. E. his Heirs and Assigns, and every of them, shall and will from henceforth stand and be seized of and in one Messuage or Tenement, and Cottage, with all and singular the Appurtenances, sit, lying and being in S. in the Parish of B. R. now in the tenure of I. . . under the yearly Rent of ten shillings, one other Cottage, parcel of the said Tenement, now in the tenure of one W. D. under the yearly rent of five shillings, and of and in one other Messuage or Cottage, parcel also of the said Tenement, now in the tenure of one C. B. and the yearly Rent of four shillings, and of and in all those several Messuages or Cottages adjoining to the farm of D. that is to say, one Cottage and Mault-Mill garden, and an acre and halfe of pasture, now in the tenure of A. F. Widow, under the yearly Rent of four shillings, and of and in one other Messuage or Cottage, and Orchard, and an acre and a halfe of pasture now in the tenure of one I. D. under the yearly Rent of five shillings and four pence, and of and in that other Messuage or Cottage, and garden thereunto, now in the tenure of B. B. Widow, under the yearly Rent of four shillings, and of and in all that other Cottage called T. now in the tenure of A. under the yearly Rent of four shillings, and of all that other Messuage or Cottage now in the occupation of R. W. under the yearly Rent of four shillings, and of and in all and singular the Reversions and Reversion, Remainders and Remainder, Rent and Rents, of, in, to, or out of all the Lands, Tenements, Messuages and Hereditaments aforesaid, or any of them, and of and in any other his profits, commodities and advantages whatsoever, to the said Lands, Tenements and Hereditaments, or any of them belonging,

longer, or in any wise appertaining, or had, used or occupied in or upon the same, to the only proper use and behoof of the said I. F. for and during his natural life, without Impeachment of any manner of waste, and from and after his decease to the only use and behoof of the said A. during her natural life, and from and after her decease to the only proper use and behoof of the said I. son of the said I. F. the father, for and during his natural life, and after his decease to the use and behoof of the said I. F. and the Heirs of the body of the said A. by the said I. F. lawfully begotten, or to be begotten, and for default of such issue to the use of the right Heirs of the said I. F. the father for ever, and it is covenanted, granted and fully agreed by these presents, by and between the said parties to these presents, and every of them, their, and every of their Heirs and Assigns, that all and every grant, firmment, fine, recovery and other conveyance, assurance, assurances and conveyances whatsoever, to be had, made or executed by the said I. F. his Heirs and Assigns, or any of them within the space of five years next ensuing, of or concerning the said Lands, Tenements, and other the Premises aforesaid, or of or concerning any part or parcel thereof, at all times hereafter shall be adjudged, deemed and taken to be void to the intents, uses and purposes in these presents mentioned and expressed, and to no other uses, intents or purposes; provided alwayes, and it is agreed between the said parties to these presents, that it shall and may be lawfull to and for the said N. G. I. S. and W. B. or the survivors of them, whereof the said I. F. to be one, at all and every time and times, and from time to time, during the life of the said I. F. at the will and pleasure of such of them four,
three

three or two or them which then shall be living, whereof the said I. F. to be one by their Deed or Writing, indented of all them which then shall be living, be it four, three or two of them, so that the said I. F. be one of them, or such of them as shall be parties to the same sealed and subscribed, to alter, determine, diminish, change or enlarge any or all the aforesaid use and uses before declared of the Premises, or any part thereof, the use and estate before limited, declared or appointed to the said A. wife of the said I. F. for the term of her life only excepted, and by the same, or any other such writing indented, sealed and subscribed, as is aforesaid, to limit and appoint, give or grant, the use or uses of the Premises, or any part thereof to the said persons, or any of them, or to any other person or persons in fee simple, fee tail, for life, lives or years, or otherwise, and that after such alteration, determination, enlarging, limitation or appointing of any the use or uses aforesaid, or of any parcel thereof, the use eny or such and so much of the Premises, whereof any such alteration, determination or enlarging of any use or uses aforesaid, shall be, as is aforesaid, had or made, shall be, and shall be deemed and adjudged to be to such, and those person and persons, and to such and those use and uses, and in such and the same manner and form, as by such Writing subscribed and sealed, as is aforesaid, shall be declared only, and to any other or others, person and persons, use or uses, or in any other manner or form, any thing in these presents contained to the contrary notwithstanding, always saving and preserving the said use and estate before limited and declared to the said A. for the term of her natural life, as is aforesaid, &c.

An Assignment of a Bond by way of a collateral security,

KNow all men by these presents, that whereas T. M. of the Parish of *Cheldon* in the C. of *Glouc.* Gent. and W. M. of the Parish of *Cheldon* in the said C. of *Glouc.* Gent. by their obligation dated the, &c, stand joyntly and severally bounden unto me H. T. Citizen and Salter of *London*, in the penal sum of one hundred pounds of good and lawful money of *England*, with condition thereupon endorsed for payment of fifty and two pounds of like good and lawful money on the, &c, next ensuing the date of the said obligation, as by the same it doth and may appear. Now I the said H. T. for the better security of the like debt, for which I have given bond, and for other good causes and considerations me hereunto moving, do by these presents make, constitute, ordain, and in my stead and place put and authorize D. M. of the Inner-Temple *London* Gent. my true and lawful Deputy and Attorney irrevocable for me and in my name, but to the sole use and behoof of my said Attorney, his Executors, Administrators and Assigns, to ask, demand, receive and take of them, the said T. M. and W. M. or either of them, their or either of their Executors, Administrators or Assigns the said summe of fifty and two pounds; and for non-payment thereof, giving, and by these presents granting unto the said D. M. by the tenor hereof, my full, whole and absolute power and authority in the execution of the premises, the said T. M. and W. M. or either of them, their or either of their heirs, executors or administrators, in my name or the name of my executors or administrators to arrest, sue, implead, imprison, and condemn, and prosecute in any

O

Court

Court or Courts whatsoever, and them or any, or either of them out of prison to release as precisely as the law will it permit for recovery of the said debt and penalty. And upon recovery and receipt thereof to deliver up the said obligation to be cancelled, and finally to do all and every other lawful act whatsoever for recovery of the said debt and penalty or any part thereof, without yielding any accompt thereof, or therefore, as to my said attorney shall seem meet and expedient, as fully and effectually as I my self might or could do, or cause to be done in or about the premiffes. And moreover I the said H. T. do by these presents covenant and promise to and with the said D. M. his executors and administrators, that at the day of the date of these presents I have not done, or caused or suffered to be done any act or thing whatsoever, whereby the said recired obligation is any manner of wayes released or discharged, and that neither my self, my executors or administrators shall or will at any time hereafter release or discharge the same, or cause, or suffer the same to be released or discharged without the privity and consent of him the said D. M. his executors or administrators, in that behalf first had and obtained; provided nevertheless, that if T. W. of, &c. in the C. of, &c. Yeoman, his executors, administrators or assigns, shall and do well and truly satisfie, pay and discharge one obligation of one hundred pounds, bearing date the, &c. of, &c. last past, wherein and whereby the said T. W. standeth bounden unto A. W. of, &c. aforesaid. Spinster, with condition for payment of fifty one pounds and ten shillings of lawful money of *England*, on the first day of, &c. next ensuing; that then these presents to be revocable, and shall be utterly void and of none effect,

effect, any thing herein contained to the contrary in any wise notwithstanding. In witness whereof I the above named H. T. have hereunto set my hand and seal the, &c. in the, &c.

A grant of the moiety of an annuity during life.

THIS Indenture made the, &c. in the year of our Lord God, 1652. between A. B. of the Parish of &c. in the County of K. Esq; the eldest son of K. B. widow, the late wife of Sir R. B. Knight deceased, and S. the wife or the said A. of the one part, and Sir G. H. of C. in the said C. Knight of the other part, Witnesseth, that the said A. B. and S. his wife, for and in consideration of the sum of 300 L. of lawful *English* money to them in hand paid by the said Sir G. H. at and before the en-sealing and delivery of these presents, the receipt whereof and themselves therewith fully satisfied and payed, they the said A. B. and S. his wife do hereby acknowledge, and thereof do release, acquit and for ever discharge the said Sir G. H. his heirs, executors and administrators, by these presents have granted, bargained, sold, aliened, released and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, alien, release and confirm unto the said Sir G. H. one annuity and annual rent of 50 l. by the year, being the moiety or half part of one entire annuity or annual rent of 100 l. by the year, arising, due or payable to the said A. B. out of the Rectory or Parsonage impropriate of E. in the said C. of K. with the appurtenances, or out of any part or parcel thereof, or out of all or any of the messuages, houses, barns, stables, buildings, yards, courts and gleab-lands, tithes, oblations, O 2 obventions,

obventions, emoluments, rents, corn rents reserved, or other rents, fruits, commodities, profits or advantages whatsoever to the said Parsonage and Rectory belonging; to have and to hold the said annuity or annual rent of 50 l. herein before mentioned to be bargained and sold unto the said Sir G. H. and his assigns from the, &c. of, &c. last past before the date of these presents, for and during the natural life of the said Sir G. H. or for the term of four-score years, if he the said Sir G. H. shall happen so long to live, in as larg, ample and beneficial manner to all intents and purposes, as he the said A. B. and S. his wife or either of them, now hath, ever had, or could, or might, or can, or may in any wise grant, bargain, sell or release the same, and to the only use and behoof of the said Sir G. H. and his assigns, and to no other use or purpose. And the said A. B. and S. his wife, the said annual rent of 50 l. herein before mentioned, to be bargained and sold by the year, against themselves and all other persons lawfully claiming, or to claim the same or any part thereof, by, from, or under them or either of them unto the said Sir G. H. and his assigns shall and will warrant and defend by these presents. And the said A. B. and S. his wife, do for their said lives, and either of them, their, and either of their heirs, executors and administrators, and every of them covenant, promise and grant, to and with the said Sir G. H. his heirs, executors and assigns, and every of them by these presents, in manner following, that is to say, that they the said A. and S. or one of them, for and notwithstanding any act or thing by them, or either of them heretofore done or suffered to the contrary, have or hath in themselves, or any of them, at the time of the enfealing of these presents, good, right
and

and lawful authority to grant, bargain, sell and release unto the said Sir G. H. and his assigns, the said annual rent of 50. l. by the year, in such manner and to the use as is herein before mentioned and expressed. And further, that the said Sir G. H. and his assigns shall lawfully may during the naturall life of the said Sir G. H. or the term of 80. y. the said Sir G. H. shall so long live, peaceably and quietly have, hold, enjoy and receive, attain and keep the said annual rent, or sum of 50. l. by the year before granted, without the lawful let, hindre, trouble, denial or disturbance, of or by the said A. B. and S. his wife or either of them, or any other person or persons lawfully claiming by, from or under them or either of them, their or either of their estate, right or title. And further, that the said bargained premises were, are, and be, and so shall remain and continue to the said Sir G. H. and his assigns, during the natural life of the said Sir G. H. or the term of forecote years, if the said Sir G. shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said A. B. and S. his wife, or one of them, their or one of their heirs, executors or administrators; sufficiently saved harmless and indemnified of and from all manner and other gifts, grants, bargains, sales, estates, leases, joyntures, dowers, statutes, judgments, recognizances, titles, troubles, and incumbrances whatsoever at any time heretofore had, made, committed or suffered, or hereafter to be had, made, committed or suffered, by them the said A. B. and S. his wife or either of them; and the said A. B. and S. his wife, do for themselves, their heirs, executors and administrators and every of them covenant and promise to and with the said Sir G. H. his executors, administrators and assigns & every of

them by these presents. That they the said A. B. and S. his wife, and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful estate, right or title in or unto the said bargained premises or any part thereof, by, from or under them the said A. and S. or either of them shall and will at all times during the space of five years next after the date of these presents, if the said Sir G. H. shall so long live, at and upon the reasonable request, and at the proper costs and charges in the Law of the said Sir G. H. and his assigns, make, acknowledge and execute to the said Sir G. H. and his assigns all and every such further and other lawful and reasonable act and acts, device, conveyance and assurance in the Law whatsoever, for the better holding and enjoying of the said 50 *l. per annum* herein before granted, according to the true meaning of these presents, as by the said Sir G. H. and his assigns or any of them, his or their Council learned in the Laws of this Nation shall be in that behalf advised or devised and required, so that such person and persons who are to make such further assurance as aforesaid, be not therein compelled to travel further than to the City of London and Westminster. Which said other assurance so to be had and made as aforesaid shall be and enure, and shall be adjudged and taken to be and enure; and by the said parties is hereby so declared to the only use and behoof of the said Sir G. H. and of his assigns, and to none other use or purpose whatsoever. In witnesse whereof, &c.

*Articles of agreement for the holding Copy-hold lands
from year to year, from the term of, &c. at a
certain rent, &c.*

*Articles of Covenants and Agreement, had, made and
agreed upon the, &c. day of, &c. in the, &c. be-
tween R. C. of, &c. in the C. of, &c. husband-
man, E. his Wife, P. C. their son, and I. B. of,
&c. in the said C. husbandman of the one part,
and T. P. of, &c. in the said C. Yeoman of the
other part, viz.*

W Hereas the said R. C. by certain articles
of agreement indented bearing date the,
&c. in the, &c. year of, &c. made between the said
R. C. and P. C. of the one part, and the said I. B.
of the other part, did for the considerations therein
mentioned, covenant, promise and grant to and with
the said I. B. his executors and assigns, that he the
said I. B. his executors and assigns, and every of
them should have and enjoy from the date of the
said articles from year to year every year for and
during the term of twenty five years then next and
immediately following, according to the custom of
the manor of, &c. all and singular the lands, mea-
dows, pastures, feedings, commons and appurte-
nances belonging to a customary or copy-hold re-
ntement, with the backside, barns, stables, and stalls
thereunto belonging, and the West-end of the
dwelling-house, and the room over-head, then in
the possession of one S. S. except and alwayes re-
served unto the said R. C. and P. C. and every of
them, their assignee or assigns, all the other part
of the dwelling-house, then in the possession of the
O 4 said

said R. C. and P. C. with the garden and one Cow-pasture, and five acres of arable land, whereof one acre and half lyeth at a place called the Quarre one acre by the piece in the East-field, half an acre in Rudlan in the same field, one acre in the West-Kowden, and one acre called Cecelies, with free ingress, egress and regress therunto at all times and seasons convenient, without the lawful let, disturbance or interruption of him the said I. B. his assign or assigns, if they the said R. C. and P. C. or either of them shall happen so long to live; and likewise should have and enjoy during the said term limited as aforesaid, the full of the Eastern part of the back-side as it was then divided and appointed; all which recited premises belongeth unto one customary or copy-hold tenement with the appurtenances in, &c. aforesaid, parcel of the manor of, &c. aforesaid, which the said R. C. then had and enjoyed during his natural life, according to the custom of the said manor, the remainder wherof after the decease of the said R. being expectant unto the said P. his son by way of succession according to the said custom, as in and by the said articles of agreement amongst other covenants and agreements therein also contained at large it doth and may appear; it is now concluded and agreed by and between the said parties to these presents, touching and concerning the premises in manner and form following, that is to say, first the said I. B. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said T. P. his executors, and assigns by these presents, that he the said T. P. his executors and assigns and every of them, for and in consideration of the summe of 20. l. of lawful money of England (to be paid to the said I. B. by the

the said I. P. in manner and form hereafter expressed) shall and lawfully may for and notwithstanding any act or deed that the said I. B. hath done to the contrary, have and enjoy from and after the day of the date hereof from year to year every year, for and during the term of ten years then next and immediately following, according to the custom of the said Mannor or, &c. all and singular the recited premises mentioned in the said recited articles of agreement (except as is therein excepted) if they the said R. C. and P. C. or either of them so long shall happen to live without the lawful let, disturbance or interruption of him the said I. B. his assign or assigns.

And the said T. P. for himself, his executors, administrators and assigns doth covenant, promise and grant to and with the said I. B. his executors, administrators and assigns by these presents; that he the said T. P. his executors, administrators and assigns shall and will well and truly pay or cause to be paid unto the said I. B. his executors, administrators and assigns for the rent of the said premises for the said ten years, the sum of 20 l. of lawful money of *England*, that is to say 10 l. thereof at the Feast day of the birth of our Lord Christ now next ensuing the date hereof; and the other 10 l. residue of the said summe of 20 l. on the Feast day of the Nativity of St. *John the Baptist* now next also ensuing the date hereof; and that he the said T. P. his Executors or Assigns nor any of them shall sell, cut down, top, lop, or throwd any the trees or quit-sets growing upon the recited premises.

Item, the said R. C. and P. C. for themselves, and either of them for himself, their executors and administrators and every of them doth covenant, promise

mise and grant to and with the said T. P. his executors and assigns by these presents, that he the said T. P. his executors and assigns and every of them (for and in consideration that they the said R. C. and P. C. are indebted unto the said T. P. by Obligation in the sum of 10 l. with condition thereunto for payment of 20 l. which Obligation is become forfeited, and which is now delivered up to the said R. C. and P. C. at the enscaling and delivery hereof to be cancelled) shall and may likewise have and enjoy, from and after the date hereof from year to year every year, for and during the said term of ten years then next and immediately following, according to the custome of the said manor of, &c. the milk-house parcel of the said customary or copy-hold tenement, the chamber over the kitchin, and also the Barne, stable and all other the out-houses whatsoever, to the said customary or copy-hold tenement belonging, together with the use of the kitchin and back-side in common with the said R. C. and P. C. and further, that the said T. P. his executors and assigns for the consideration aforesaid, shall and may likewise have and enjoy during the said term, the said recited five acres of arable land so excepted and reserved unto the said R. C. and P. C. their Assign and Assigns amongst other things out of the said recited Articles of agreement as aforesaid (so as the said R. C. and P. C. and their assigns shall and may have two acres thereof yearly, the one to be sown to Wheat, and the other to Barly : The said R. C. and P. C. finding the seed yearly, but to be dunged with the fold, eared and sown by the said T. P. his Executors and Assigns, in as good sort, manner and form as the said T. P. drudge, care and sow his own land) and together also with free ingress,

gresse, egresse and regresse thereunto at all times and seasons convenient, without the lawful let, disturbance or interruption of the said R. C. and E. his wife, and P. C. or any or either of them, if they the said R. C. and P. C. or either of them shall happen so long to live, and further also that it shall and may be lawful to and for the said T. P. his Executors and Assigns to have and enjoy all other the premises herein mentioned according to the covenant herein made by the said I. B. without any let, contradiction or denial of them the said R. C. and E. his wife, P. C. or any or either of them.

Item, it is further concluded and agreed, that if the said R. C. shall happen to decease before the end of the said ten years, and that the said E. his wife shall be then living, whereby the said premises shall come unto her during her widowhood, according to the custome of the said Mannor of, &c. that then she the said E. shall and will permit and suffer the said T. P. to hold and enjoy all the said premises, during the remainder of the said ten years that shall be then to come next after the decease of the said R. if she shall so long live and continue a widow.

Item, it is also concluded and agreed, that the said R. C. and P. C. or one of them or their Assigns, shall and will satisfy and pay or cause to be paid all rents, duties and other payments whatsoever hereafter to be due, payable or issuing out of the premises, and thereof discharge and acquit the said T. P. his Executors and Assigns during the said term; and shall and will also during the said term, repair and amend as well all the houses
and

and buildings in and upon the premisses, as also every the hedges and fences of the premisses during the said term.

And the said T. P. for himself, his Executors, Administrators and Assigns, and every of them doth covenant, promise and grant to and with the said R. C. and P. C. and either of them their Executors, Administrators and Assigns by these presents, that it shall and may be lawful notwithstanding these presents, to and for the said R. C. and P. C. and their Assigns, to have and enjoy the corn and grain now growing and being in and upon the premisses for this summer season at times convenient, with free ingress, egress and regress, to cut, mow, carry away, and house the same in the barn of the customary Tenement, and to use the said barn for the thrashing out of the said corn and grain untill the Feast of, &c. next coming.

Item, it is also agreed by and between the said parties to these presents, that it shall be lawful to and for the said T. P. his Executors and Assigns in the end of the said term, or determination of these presents, to have and enjoy the corn and grain that shall be then growing and being in and upon the premisses or any part thereof, with free ingress, egress and regress, to cut, mow, carry away and to house the same in the barn of the said customary Tenement, and to use the said barn for the thrashing out of the said corn and grain until the Feast of, &c. then after ensuing.

Item, it is also agreed, that the said T. P. his Executors and Assigns shall and will in the end of the said term lay in, haine the meadows and grounds of the

the premisses the first day of May, and so leave the same unto the said J. B. without suffering the same to be eaten with cattle or spoiled; and shall and will spend all the straw and fodder in and upon the premisses, that shall be yearly made in and upon the premisses, and not elsewhere, and shall and will also allow unto the said R. C. and P. C. an hundred and half of reed yearly to be laid upon the houses of the said premisses; And for performance of all and singular the Covenants and Agreements aforesaid, on the part and behalf of the said R. C. and P. C. or either of them to be performed, they the said R. C. and P. C. do bind themselves, their heirs, executors and administrators, unto the said T. P. his executors and administrators, in the sum of 80 l. of lawful money of England, firmly by these presents. In witness, &c.

An Obligation and a Condition from a Bayliff and his Sureties, to a High Sheriff.

Know all men by these presents, That we A. B. C. D. E. F. of, &c. in the County of, &c. G. H. of in the County of, &c. and I. K. of in the County aforesaid do hold our selves to be firmly bound unto L. M. high-Sheriff of the County of, &c. aforesaid in, &c. pounds of good and lawful money of England, To be paid to the said high-Sheriff, or to his certain Attorney, Executors, Administrators or Assigns; To which payment well and truly to be made we bind our selves, and every one of us by our selves for the whole, and in the whole our Heirs, Executors, and Administrators firmly by these presents, sealed with

with our seals. Dated the, &c. in the year of
our Lord &c.

THe condition of this Obligation is such, That
whereas the above named, &c. Esq; high Sher-
riff of the County of, &c. aforesaid, hath made,
assigned, constituted, ordained and established the
above bounden, &c. Bayliff of the, &c. for and during
all such time as the said, &c. shall be and continue
high-Sheriff of the said County : if therefore the
said, &c. during all the time aforesaid, do well and
truly execute all warrants, precepts, process, and com-
mandments to him hereafter to be directed from the
said, &c. and, &c. Gent. his under-Sheriff, his or
their depury or deputies, and due and sufficient re-
turns do well and truly make, and also do give
notice of the execution thereof unto the said high-
Sheriff, or under-Sheriff in convenient time, be-
fore the return of the same and the fees of them,
and of and for every other cause, matter, or thing
whatsoever happening within the said, &c. due and
payable within one month next after the receipt
thereof, do pay or cause to be paid to the said high-
Sheriff or under-Sheriff, his or their depury or de-
puties ; And that the said, &c. do not ask or levy
any fee or fees due to the said high-Sheriff, or un-
der-Sheriff, for the executing or doing of any war-
rant or precept whatsoever, but such as are warran-
ted and Justifiable by the Laws, Statutes, and
Customs of this Nation ; And do also well and tru-
ly execute, and return all warrants, precepts, Dis-
tring or Liveri facias, and process to him directed
from the Justices of Assize and Goal-Delivery,
Justices of Oyer and Terminer, Justices of the
Peace, Coroners, Commissioners of the Sewers,
Clerk

Clerk of the County, and from all other Officers, Commissioners, and Ministers of the Kingdom, having authority during all the time aforesaid, and further do levy and gather all such sums of money as the said high-Sheriff shall be charged with by reason of the said Office, and leviable within the said, &c. being written or extracted to the said Bayliff from the said high-Sheriff or under-Sheriff, and do pay or cause to be paid to the said high-Sheriff or under-Sheriff, the sums of money within one moneth after the receipt of the said extract or writing; And also if the said Bayliff do well and truly pay, or cause to be paid to the said high-Sheriff or under-Sheriff the sum of, &c. of lawful money of *England*, for the Fee-farm of his, &c. and all other rents and Fee-farms at the Feast of the Annunciation of the blessed Virgin *Mary*, and *St. Michael* the Arch-angel, by even and equal portions, due to the King within the said, &c. And also if the said Bayliff do deliver, or cause to be delivered in writing unto the said High-Sheriff, or Under-Sheriff, before, &c. next coming, the names of all such Free-holders within the said, &c. which have Four pounds *per annum* Free-hold, or more, together with the names of the Towns wherein they dwell, and also the names of the Towns, Villages and Hamlets within the said, &c. And the Towns and Villages which ought to have return and Execution of Writs: And also if the said Bayliff shall give his personal Attendance upon the High-Sheriff and Under-Sheriff, as well at the County Court, and such general Quarter-Sessions which the Bayliff of the said, &c. have usually in former times attended; as also at all other times when the said High-Sheriff or Under-Sheriff shall require his Attendance, and shall carefully and diligently

gently do and execute whatsoever he shall be lawfully required to do at Assizes, Goal-Deliveries, County-Court, Quarter-Session, Coroners, Enquest, and all other services to be done for the kingdom, and all and every person and persons whatsoever, and at all and every time and times, upon every reasonable request to him in that behalf to be made; And also shall be attendant upon the said high Sheriff and under-Sheriff, his or their Deputy or Deputies, and Officers in and about conveying of prisoners to and from the Goal, &c. or to and from any place or prison whatsoever, to be appointed by the said high Sheriff or under-Sheriff, And also at the Execution of prisoners aforesaid, and not to depart before Execution of the prisoners fully be had and done, and shall well and truly execute the Office of a Bayliffe in all things during the said time: And if the said Bayliff do take any distress upon every *alias* or *plures Distingas*, which issue, and be directed to him out of the County-Court, to be holden for the said high-Sheriff, and do make due and lawful returns of the same, and do safely keep such distress so taken, for the use of the said high-Sheriff, in case the same be forfeited; And also if the said, &c. his executors and Administrators, do at all and every time and times hereafter, defend, save, keep harmless and indemnified the said high-Sheriff, and his under-Sheriff, his and their heirs, executors, and administrators and every of them, and his and their lands, goods and chattels, as well from and against the King & all and every person and persons whatsoever, concerning the premisses, or any part of them; and also for and concerning the escape or escapes of any prisoner or prisoners, that shall be in the custody of him the said, &c. within the said County, by him arrest-

arrested, to him hereafter to be committed upon any warrant, precept, or commandment from the said High-Sheriff or Under-Sheriff; And for and concerning every other matter, cause, or thing whatsoever appertaining to his said Office, and the secrets of the said High-Sheriff shall keep undisclosed and unrevealed, in all things that are lawful, and shall also within convenient time deliver, or cause to be delivered, all precepts, warrants, and extracts to other Bayliffs of the said County, according to the directions he shall receive from the said High-Sheriff, or Under-Sheriff, or any other by his or their commandment, or appointment; Then this present Obligation shall be void and of none effect, or else shall stand, remain, and be in full force, power, effect, and vertue.

*A Condition to save harmless for payment of
several Legacies.*

THe Condition of this Obligation is such, That whereas M. D. late of St. L. in the County of M. Widow deceased, by her last Will and Testament in writing, bearing date the, &c. at, &c. in the year of our Lord God, &c. did amongst other legacies and bequests, give and bequeath unto J. S. the Son of the within bounden W. S. &c. of lawful money of England, and to T. S. daughter of the said W. S. one pewter-platter, one pewter-dish, three pewter saucers, and five shillings of lawful money of England, and also to S. S. another of the said daughters of the said W. S. five shillings of like money, &c. by the same Will more at large appeareth; which said sums of five shillings a piece, pewter platter,

P

pewter

pewter-dish, and three saucers, the within named J. S. Executor of the last Will and Testament of the said M. D. hath at the request of the said W. S. at and before the sealing and delivery hereof, paid, delivered and disbursed unto the said W. S. for the use and behoof of the said J. S. his son, T. and S. his daughters: If therefore the said W. S. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend and keep harmless the said J. S. his Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, goods and chattels, as well of, from, and against the said J. S. T. and S. their Executors, Administrators and Assigns: as also of, from, and against all other persons whatsoever, of, for, and concerning the payment, delivery and disbursement of the said sums of five shillings a piece, pewter-platter, pewter dish, and three saucers, unto the said W. S. their father, as aforesaid; And of, and from all such actions, suits, costs, charges, damages, expences and demands whatsoever, which he the said J. S. his Executors, Administrators or Assigns, shall hereafter happen to incur, sustain or be put unto, for, or by reason of the payment, delivery and disbursement of the said sums of five shillings a piece, pewter-platter, pewter-dish, and three saucers, for the use of the said J. S. T. and S. unto the said W. S. their father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

A

*A Greater Condition to save harmless from a bond;
well pen'd.*

THE Condition of this Obligation is such, That whereas the within named R. C. at the special instance & request, & for the only debt of the within bound J. S. by one Obligation of the date hereof, is, and standeth joyntly and severally bounden with the said J. S. unto J. T. of *London* Merchant, in the sum or penalty of, &c. of lawful money of *England*, with conditions thereupon indorsed for the payment of, &c. of like lawful money of *England*, on the last day of *February* now next ensuing the day of the date within written, as by the same Obligation and Condition may appear: If therefore the said J. S. his Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid to the said J. T. his Executors, Administrators or Assigns, or some of them, on the said last day of *February* above mentioned, at the now dwelling house of H. C. *London* Gent. situate in, &c. in *London*, the aforesaid sum of, &c. and do thereby clearly exonerate, acquit and discharge the said R. C. his executors and administrators, as well of, and from the same Obligation, as also of and from all actions, suits, costs, charges, judgments, executions and demands whatsoever concerning the same, That then this present Obligation to be void and of none effect, or else to remain and abide in full force and vertue.

A Letter of Attorney to take possession according to the contents of a Lease.

TO all people to whom this present writing shall come, H. T. Citizen and Girdler of London, sendeth greeting in our Lord God everlasting, Whereas I the said H. T. have signed and sealed one writing indented, bearing even date with these presents, purporting a lease to be made by me unto one, &c. of all that messuage, with the appurtenances near the Hospital, in, &c. In the County of, &c. late in the tenure or occupation of R. F. deceased, and other Lands and Hereditaments in the said Indenture mentioned, To hold from the first day of this instant February, unto the full end and term of five years from thence next ensuing, as by the said writing indented more plainly appeareth, which writing is not yet delivered as by deed. Now know ye, That I the said H. T. have made, constituted, appointed, and in my place and stead put, and by these presents do make, constitute, appoint, and in my place and stead put, &c. my true and lawful Attorney, for me and in my name, place, and stead to enter into and upon the said Messuage, Lands, and Hereditaments in and by the said writing indented, mentioned to be demised, or any part thereof; And after such entry made for me, and in my name, place and stead there upon the premises to deliver unto the said, &c. or to his lawful Attorney in that behalf, the said writing indented so by me signed and sealed as aforesaid, as the very act and deed of me the said H. T. And further to do whatsoever may be necessary in that behalf; and
wha;

whatsoever my said Attorney shall do or cause to be done in the Premises, I the said H. T. do and shall ratifie, confirm and maintain, as if I had done the same in my own person. In witness whereof I the said H. T. have hereunto set my hand and seal the, &c. day of February, in the year of our Lord, &c.

A short Lease of a Messuage and Lands to be void, on paying of one shilling, it being the precedent Deed.

This Indenture made the, &c. day of February in the year of our Lord God, &c. between H. T. Citizen and Girdler of London of the one part, and R. I. of S. in the County of W. Yeoman, &c. of the other part, witnesseth, That the said H. T. for divers good causes and considerations him moving, hath demised, granted, and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said, &c. all that Messuage, with the appurtenances near the, &c. in, &c. in the County of G. late in the tenure or occupation of R. F. deceased, and all the Barns, Out-houses, Orchard and Garden thereunto belonging; And all that Close of Meadow or Pasture-ground thereunto adjoining, containing by estimation five Acres, be it more or less; and one little ground, called or known by the name of Redcras, adjoining to certain Grounds there called Flankers Closes; And one other Close of arable Land, called the Wood furlong, adjoining to the Lane there leading towards S. on the West; And all those arable Lands to the said Messuage, belonging or reputed, or taken to belong thereunto, or which were therewith u-

sed, occupied or enjoyed by the said R. F. deceased, lying and being in the fields of, &c. aforesaid, That is to say, five and forty acres by estimation, be the same more or lesse, lying in the North-field, and two and twenty acres by estimation, be the same more or lesse, lying in the South of, &c. aforesaid. To have and to hold the said Messuage or Tenement, Land and Premises, with the appurtenances unto the said, &c. his Executors, Administrators and Assigns, from the first of this instant February, unto the full end and term of five years from thence next ensuing, and fully to be compleat and ended, velding and paying therefore yearly during the said term, one Pepper-corn, at the Feast of St. Michael the Arch-angel, if it shall be demanded. Provided alwayes, That if the said H. T. his Executors, Administrators or Assigns, shall at any time hereafter pay, or tender unto the said, &c. his executors or Administrators, or to any other person or persons, to his or their or any of their use or uses, the sum of twelve pence in money, for the making void of this present Indenture, & the Demise and Lease herein contained, That then and from thenceforth this present Indenture, and Demise and Lease herein contained, shall cease and be void, any thing herein contained to the contrary notwithstanding; In witnesse whereof the said parties to these presents, their hands and seals interchangeably have set the day and year first above-written.

An Award made between four Executors.

TO all Christian people, to whom this present writing quadripartite indented of Award shall come,

come, S. W. Ceazer Knight, Master of the Rolls, sendeth greeting in our Lord God everlasting. This Indenture quadripartite also made the second day of A. in the fifth year of, &c. between Sir W. S. &c. one of the Executors of the last Will and Testament of R. C. &c. of the first party, S. T. O'Hey, &c. one other of the, &c. of the last Will and Testament aforesaid, of the second Part, Sir T. L. &c. one other of the executors of the said last Will and Testament of the third part, and Sir H. C. &c. one other Executor of the same last Will and Testament of the said R. of the fourth part, Witnesseth; That whereas the said R. by his said Testament and last Will bearing date, &c. amongst divers and many gifts and legacies therein limited, bequeathed and appointed to sundry persons therein named, as by the same it may appear, hath given and bequeathed all the residue of all & singular his goods, chattels, leases & other things whatsoever (his debts, funerals and Legacies being paid and performed) unto the said W. S. T. O. and T. L. whom together with the said H. C. his brother he made and ordained his said Executors of his last Will and Testament aforesaid; and of the same he hath also made and ordained the said W. C. his Supervisor & Overseer, as by the same his last Will also at large it doth and may appear; and whereas for the avoiding of all doubts, variances, controversies, suits and strifes, that may and might ensue and grow between the foresaid parties, touching the said last Will and Testament, and the true execution of the same: And for and concerning the said residue, surplusage and remainder of the goods, chattels and other things, (after the said debts, funerals and legacies discharged) every of the said parties, have compromised and faithfully promised, and further

do severally covenant and grant, to and with others by these presents, to stand to, obey, abide, perform and fulfil the award and judgement of the said W. C. Knight, arbitrator between them, indifferently named and chosen of and upon the premisses. Whereupon the same W. C. taking upon him the charge and businesse of the said award, and willing, and minding, as much as in him is, the true execution of the said Testament, and that a final peace, unity and concord shall be had and continued for ever between the said parties, for and concerning the premisses, hath and doth by these presents, by and with the full assent and consent of all and every the aforesaid parties, make, publish and declare this his present award, arbitrement and judgement between the same parties, touching the premisses in manner and form as followeth, that is to say: First, the said Sir W. C. by these presents doth award, judge, and deem, and every of the parties before named, covenanteth and granteth severally for himself, his Heirs, Executors and Administrators, to and with the other of them, his and their Executors and Administrators, and every of them by these presents, in manner and form following; that is to say, That

That any of the Executors shall not conceal any of the Testator's goods from the other Executors.

the same Executors, or any of them, shall not at any time or times hereafter, willingly or wittingly conceal, with-draw, or keep close, or cause to be concealed, with-drawn, or kept close from the said other Executors or any of them, or the survivors or survivor of them, and such goods, chattels, leases, debts, credits or other things whatsoever, as hath come, or shall happen to come to this, or their, or any of their hands;

custody

custody, possession or knowledge, that were, or did, or ought to appertain or belong to the said R. C. the Testator, or his Executors; to the intent the same or any part thereof should not be recovered, used, ordered, enjoyed or disposed by the same executors, to their and every of their own proper use, most benefit, commodity and advantage, by equal portions in manner and form aforesaid.

And it is further ordered and judged by the said Sir W. C. and also fully confessed and agreed between the said parties; and every of them severally doth covenant and grant for him,

To execute the Testators will and trust reposed in them.

his Heirs, Executors and Administrators to and with the others by these presents; That all the same executors and every of them shall from henceforth both in name and deed, take upon him the full and due execution of the foresaid last Will and Testament, so far as only to the duty, trust and office of executors appertaineth or ought to appertain. And further more it is ordered, judged and awarded by the said arbit-

trator, & also covenanted, granted & fully agreed between the said parties, and the said parties, and every of them, do severally covenant and grant to and with

That the Executors shall bear all costs and Charges of Sutes in executing the Testators Will equally.

other of them by these presents, That if at any time or times hereafter it shall be found and approved, that the foresaid Testator is and ought to be charged either by law or conscience with any other debt or debts, sum or summes of money, or other duties

duties or things whatsoever, then at this present is well known and doth appear unto the said Executors, or if they or any of them, or the Executors of the survivor of them, shall at any time or times hereafter happen to be charged with any manner of sure or sutes, or other charge or charges whatsoever, for or by reason of the said last Will and Testament, or the due execution thereof either in Law or otherwise; That then all and every the said Executors, and the survivor and survivors of them, and the Executors or Administrators of such of them which then shall be dead, and that their equal and indifferent costs, bear, support, pay and allow the same charges, and every of them, any thing herein contained to the contrary in any wise notwithstanding.

Another form of an Award.

TO all Christian people, &c. I S. Serjeant at Law send greeting, &c. Whereas divers variances, sutes, controversies, debates and demands have been heretofore had, moved, stirred and depending between A. B. &c. and C. D. &c. of, for and concerning, *reciting the matter in controversy*. For the appeasing and pacifying of all which sutes, debates, variances, controversies and demands, either of the said parties by their mutual assent and consent have submitted themselves, and stand bounden each to other by their several obligations bearing date, &c. in the sum of, &c. a piece with several conditions endorsed upon either of the same several obligations, to stand to, obey, observe, perform, fulfill and keep the award, arbitrement, ordi-

ordinance and judgment of me the said I. S. arbitrator indifferently elected, named and chosen between the said parties, as well, of, for, and upon all and all manner of actions, as well real as personal, lutes, quarrels, debts, debates, trespasses and demands whatsoever, had, moved, stirred or depending in controversie, between the said parties in any wise before the date of the said Obligations: So that the same award, arbitrement, ordinance and judgment of the said arbitrator, of and upon the premises were made, declared and yielded up in writing on this side the tenth day of, &c. as by the same several obligations, and endorsements thereupon made, more at larg appeareth: whereupon I the said I. S. Arbitrator aforesaid, taking upon me the charg of the said award, and willing to set the said parties at a final end, peace, unity and concord, of, for, and concerning the premises: have called both the said parties before me, and by good advice and deliberation, have seen, heard, examined and perfectly understood, and perceived their both rights, titles, estates, interests, demands, evidences and proofs in and to the premises, and weighing, and pondering the effects and grounds of all the said matters and controversie; do now make, publish, give up and declare this my present award indented between the said parties, by and with their both mutual consents and agreement, of, for, and concerning the premises in manner and form following, that is to say: First, I the said Arbitrator do by these presents, award, order, judge and deem, and the said A. B. for his part doth covenant and grant for him, his Executors and Administrators, to and with the said C. D. his Executors and Administrators by these presents, that, &c. as in other awards, *reciving the matter in variance.*

A Lease of a Ferry.

THis Indenture made, &c. between, &c. witnesseth, that the said T. L. for and in consideration of, &c. hath demised, granted and to farm-letten, and by these presents doth, &c. unto the said I. H. his Executors and Assigns, the moiety of the passage, Ferry, standage and battalage of P. in the C. of, &c. together with all easments and commodities thereunto belonging, in as large and ample manner and form as T. H. or his Assigns hath heretofore had or enjoyed the same, or might, or ought to have had and enjoyed the same, to have and to hold the said moiety of the said passage and Ferry, and all other the Premisses by these presents mentioned to be demised, and every parcel thereof with the appurtenances unto him the said I. H. his Executors, Administrators and Assigns from the Feast of, &c. unto the end and term of, &c. yielding and paying, &c. with a clause to make the Lease void for non payment of the rent. And the said I. H. doth covenant, &c. that he the said I. H. his Executors, Administrators and Assigns at his and their own proper costs and charges, shall from time to time during the said term, maintain and keep such boate or boares, and all other things meet and convenient for the moiety, of the aforesaid passage and other the premisses, as hath been heretofore commonly accustomed, and thereof shall from time to time during the said term, acquit, discharge or sufficiently save harmless the said I. L. his Heirs, Executors, Administrators and Assigns.

And that he the said I. H. his Executors or Assigns,

assigns, shall from time to time during the said term, carry over or cause to be carryed over the ferry-place aforesaid from P. to F. the said I. L. and his wife and their heirs, servants, children, horses, and stuffe, when and so often as the said I. L. his wife and their heirs, children, or any other of his family shall require to have themselves, their servants, horses, or stuffe to be carried over the said ferry from P. to E. aforesaid, without demanding, taking or asking any thing therefore of the said I. L. his heirs, children or family.

And the said I. L. doth covenant, &c. that he the said I. L. his heirs, Executors, Administrators or Assigns, shall at all times hereafter, and from time to time

Discharged of quit-rents.

during the said term, acquit and discharge or sufficiently save and keep harmlesse, as well the said moiety of the said passage or ferry, and all and singular the afore-letten premises and every part thereof, as also the said I. H. his Executors, Administrators and Assigns, of, for, and from all and all manner of quit-rents whatsoever, which in respect of the said demised premises during the said term, shall grow due and payable to the Kings Majesty, his Heirs, Successors or Assignes, or to any other person or persons whatsoever, excepting the said yearly rent of 3 l. before by these presents assigned; and that he the said I. L. and his heirs the said moiety of the said passage and ferry, and all other the afore-letten premises with the appurtenances unto the said I. H. his Executors, Administrators and Assigns, for the rent above recited to be paid in manner and form aforesaid shall warrant and defend, during

all the said term of twenty one years. In witness.

A Release of Land in Exchange.

THis Indenture made, &c. between T. C. of, &c. and W. L. of, &c. and A. now wife of the said W. L. and late wife of R. B. late of, &c. of the other party, that whereas on or about the seventeenth day of, &c. now last past, there was certain agreements had and made between the parties to this present Indenture, for and concerning the exchange of divers parts and parcels of their Lands, Layes, meadows, pastures and hereditaments, with their appurtenances lying and being in S. and W. & in either or one of them in the said County of Y. as hereafter is expressed That is to say, first, that where as the said W. L. had & was seized in the right of the said A. his wife for and during the term of the natural life of the same A. of divers arable lands, layes, meadows, pastures, haddes, flats any hereditaments lying and being dispersed in the town and fields of S. and W. aforesaid, or in one of them, commonly accounted to be and contain two hundred acres, be they more or lesse, now or late in the tenure or occupation of the said W. L. or of his assigns; it was agreed between the said parties by the agreements aforesaid, that the said T. C. his Executors, Administrators and Assigns shall have and enjoy, for and during the term of sixty years, & the said W. L. and A. now wife of the said W. L. should so long live together, all those and every the said Lands, Meadows, Pastures, Layes and Hereditaments before mentioned of them the said W. L. and A. his wife lying in S. fields and W. aforesaid, or in either or
an

any of them in the said County of Y. (except as hereafter is excepted) and that in consideration thereof the said W. L. and A. his wife, and their Heirs, Assigns, should have and enjoy, for and during the term of sixty years, if the said W. L. and A. his wife, should so long live together, all the arable Lands, Layes, Meadows, Pastures and Hereditaments, with the appurtenances, containing by estimation two hundred acres, be they more or lesse, lying and being in the North-field of S. aforesaid, in the said County of Y. as the same was then measured, dowed and staked out by M. F. Gent. and I B. then appointed by the said T. C. only Surveyors of the said Mannor. And also all those nine acres of meadow, &c. by estimation lying and being in S. aforesaid, &c. It is now therefore fully concluded and agreed, by and between all the said parties to this present Indenture, that the same premisses shall be demised, and letten in exchange in manner and form hereafter following, that is to say.

The said W. L. and A. now his wife have demised, granted and to farm let in exchange, and by these presents do demise, grant and to farm-let in exchange unto the said T. C. all those, their and either of their arable lands, layes, meadows, pastures, haddes, flus and hereditaments, with the appurtenances, set, lying and being within the three several fields of S. aforesaid, called, &c. or in any of them in the said County of Y. containing by estimation two hundred acres, be there more or lesse, now or late in the tenure or occupation of the said W. L. or of his assigns, which late were the inheritance of R. B. now deceased, and the inheritance
Exchange.
whereof

whereof after his death descended and came unto I. B. as sonne and Heir of the said R. B. Except and out of this present demise and grant always reserved unto the said W. L. and A. his wife &c. as heretofore he or they have usually had and enjoyed, for and in respect of all the premisses, or as appurtenant to the same; To have and to hold the said arable lands, layes, meadows, pastures, haddes, flats and hereditaments, and all other the premisses before mentioned, to be demised and granted by the said W. L. and A. now his wife, as aforesaid, with their and every of their appurtenances (except before excepted) unto the said T. C. his ex-cutors, administrators and assigns from the Feast of M. next coming after the date hereof, for, during and until the full end and term of sixty years, thence next, &c. if the said W. L. and A. now wife of the said W. L. do or shall so long live together, yielding and paying therefore yearly during the said term by these presents granted unto the said W. L. and A. his wife, and their assignes 1 d. of good, &c. at the Feast of M. only if it be lawfully demanded. In consideration whereof the said T. C. hath demised, granted and to farm-letten in exchange, and by these presents doth demise, grant and to farm-let in exchange unto the said W. L. and A. his wife, all and every the said arable lands, lays, meadows, pastures and hereditaments, with their appurtenances of him the said T. C. containing by estimation two hundred acres, be they more or lesse, lying and being in N. field of S. aforesaid, as the same is now measured, dowled and staked out by the said R. M. and I. B. and also all those nine acres, &c. in a place there allotted and set out amongst other, for the cottages there, as aforesaid, to have and to hold all the said arable lands, layes, meadows,

meadows, pastures and hereditaments, and all and singular other the premisses, before mentioned, to be demised and granted in exchange by the said T. C. aforesaid, with their and every of their appurtenances unto the said W. L. and A. his wife and their assigns, &c. for, during and until the full end and term of sixty years, from thence, &c. if the said W. L. and the said A. now wife of the said W. L. do or shall so long live together, yielding and paying, &c. *ut antea*.

And the said W. L. doth by these presents covenant, &c. in manner and form following, that is to say, That *Discharged of former estates and encumbrances.* they the said W. L. and A. now his wife, their Executors, Administrators and Assigns, or some of them shall or will from time to time and at all times from henceforth, for, and during the said term of sixty years, if the said W. and A. now wife of the said W. L. do or shall so long live together, clearly acquit, exonerate and discharge, or otherwise save and keep harmlesse, and indemnified, as well the said T. C. his heirs, executors, administrators and assigns, and every of them, as also the said premisses before mentioned, to be demised and leased in exchange by the said W. L. and A. his wife, to the said T. C. and every part and parcel thereof, of, and from all and all manner of former & other estates charges, incumbrances, chiet rents, troubles and demands whatsoever, had, made, committed or done by him the said W. L. and A. his wife, or either of them, or by any other person or persons, lawfully claiming by, from, or under them or either of them, whereby or wherewith the same premisses or any part thereof, shall or may be charged or incumbered or

Q

whereby

whereby the said T. C. his executors, administrators or assigns shall or may be charged, incumbered or damaged, of, or by reason of the same premises or any part thereof, except before excepted.

And likewise that he the said T. C. his heirs, executors, administrators and assigns shall and may at all times hereafter, and from time to time during the said term of sixty years, if the said W. and A. now wife of the said W. L. do or shall so long live together, peaceably and quietly have, hold, occupy, and enjoy all and every the premises to him the said T. C. demised and granted in exchange as aforesaid, and every part and parcel thereof with the appurtenances, except before excepted, without any manner of lawful let, troubles, interruption or disturbance of them the said W. L. and A. his wife, or either of them, or of any other person or persons lawfully claiming, by, from, or under them or any of them,

And the said T. C. doth covenant for himself as W. L. *ad ea mutui, mutand.*

And whereas it was intended and meant, by, and between all the parties to these presents, That the said I. B. to whom the right of inheritance of the premises mentioned to be demised to the said T. C. as aforesaid, doth belong and appertain, (being now in his minority) should have made and granted a lease in exchange unto the said T. C. of all the said lands and premises to him the said T. demised as aforesaid, (by the said W. L. and A. his wife) for the term of eighty nine years, and for the yearly rent of, &c. And that likewise in recompence,
satis-

satisfaction and exchange thereof, the said T. C. should have granted in exchange unto the said I. B. a like lease of the like term for eighty nine years, and for the yearly rent of 1 d. of the said lands and premises demised and granted to the said W. L. and A. his wife in exchange as aforesaid: and for that neither of the same leases can be now perfectly made and finished; Therefore it is now further covenanted, concluded and fully agreed upon, by, and between all the said parties to these presents in form following, viz.

And the said W. L. doth by these presents covenant, &c. that he the said W. L. shall do his best endeavour, *That as in & as fast as he shall* that he may or can to procure *for the said I. B. as his* and get the said I. B. by his *full age of 21 years,* deed intended to make, seal and deliver as his deed to the said T. C. his heirs or assigns within three moneths next after that he the said I. B. shall accomplish his full age of twenty one years, a sufficient demise lease and grant in exchange of all and every the said lands, laves, meadows, pastures, hereditaments and premises, with their appurtenances to him the said T. C. as aforesaid demised for the term of eighty nine years, and for the yearly rent of 1 d. and with and under such like and the same covenants, clauses and agreements as before in these presents are limited, expressed and set down on the part and behalf of the said W. L. to be performed and done.

And in consideration thereof, the said T. C. doth covenant, &c. that if the said I. B. or his heirs do, and shall make, seal and deliver as his deed unto

the said T. C. his heirs or assigns, the said demise, lease and grant in manner and form as is aforesaid, by the said I. B. to be signed, sealed and delivered to the use of the said T. C. his heirs or assigns in the presence of three credible persons, whose names shall be subscribed or endorsed upon the same, that then he the said T. C. or his heirs, at, and upon the receiving of the said lease and grant, shall and will (being thereunto required) make, seal and deliver in exchange unto the said I. B. or his assigns alike lease of all and every the premises to the said W. L. and A. his wife granted as aforesaid for such like term and number of years, and with and under such rent and covenants, as shall be contained and specified in the said lease so to be made by the said I. B. to the said T. C. as aforesaid In witnesse, &c.

A bargain and sale of lands mortgaged, made from the mortgagor and mortgager, before the day for redemption to another.

THIS indenture made, &c. between H. B. R. Hs of, &c. and M. C of, &c. of the one party, and R. S. of, &c. of the other party, witnesseth, that whereas *Francis Beaumont* of the Parish of *Saint Martins* in the fields, in the County of, &c. by his deed indented bearing date, &c. for the considerations therein mentioned and expressed, hath betaken, granted and to farm letten unto the said M. C. all that the Scite and capital Messuage or Mannor house of *Hardwuch*, with the rights, members and appurtenances whatsoever, situate, lying and being within the Lordship of *Chertsey*,

Chertsey, in the County of *Be ks*, &c. and all, &c. the words *verbatim* in the *Original* with the *Habendum* and *Reddendum* recited, as by the same Indenture amongst divers covenants, clauses and agreements therein contained more at large it doth and may appear : And whereas also the said M. C. by her Indenture of Assignment, bearing date, &c. for the consideration therein mentioned and expressed, Hath granted, bargained, sold, aliened, assigned and set over unto the said H. B. and R. H. as well the said recited or mentioned Indenture, to her the said M. C. granted as aforesaid, and the said scite and capital messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasn lands, stock, and all and singular other the premisses thereby mentioned to be demised and granted, and every part and parcel thereof, with the appurtenances; as also all the estate, right, title, interest, term of years then to come, and unexpired reversion, possession, property, claim and demand whatsoever, which she the said M. C. hath, or had, or may, might, should, or ought to have, or can, or may claim, challenge or demand, of, in, or to the said scite and capital Messuages, Meadows, Feedings, Pastures, Demeasn lands, stock, and all and singular other the premisses, with the appurtenances, and of, in, and to every part and parcel thereof by force and verrue of the same Indenture to her the said M. C. made and granted as aforesaid, or any thing therein contained, or otherwise howsoever : To have and to hold the said scite and capital messuage, &c. as in Indent. de Mortgage, unto the said H. B. and R. H. their Executors, Administrators and Assignes, to the onely proper use and behoof of them the said H. B. and R. H, their Executors, Administrators

and Assignes, from the enscaling and delivery of the same Indenture of Assignment, for, during, and untill the full end and accomplishment of all the rest and residue then to come, and unexpired of the said term of twenty one years by the said first recited Indenture to her the said M. C. granted as aforesaid, together with the same Indenture; In which said Indenture of Assignment, there is a certain Proviso or Condition contained in these words, or to this effect followings, that is to say:

Provided alwayes, that if the said M. C. her Heirs, Executors, Administrators or Assignes, or any of them do well and truly content and pay or cause, &c. *verbatim, as in the assignment*, as by the same Indenture of Assignment amongst divers other covenants, grants, articles, clauses and agreements therein contained, more at large also it doth and may appear. Now this Indenture further witnesseth, that for, and in consideration of the sum of 650 l. of good, &c. to her the said M. C. in hand, at, and before the enscaling and delivery of these presents by the said R. S. well and truly paid, whereof and wherewith she the said M. C. and the said H. B. and R. H. acknowledge themselves fully satisfied and paid, and thereof, &c. they the said H. B. and R. H. have bargained, sold, assigned and set over, and by these presents do, &c. unto the said R. S. the said first recited Indenture, and all the said scire and capital messuage of the said Mannor of H. lands, meadows, feedings, pastures, demesne lands, stock, and all and singular other the premisses, with the appurtenances thereby mentioned to be demised and granted to the said M. C. and every part and parcel thereof, as also all the estate, right, title, interest, term of years yet to come

come and unexpired, reversion, possession, property, claim and demand whatsoever, which they the said H. B. and R. H. or either of them, have, or hath, or may, might, should, or ought to have, of, in, or to the said scite or capital messuages, and other the premisses, with the appurtenances, and of, in, and to every part and parcel thereof, by force and vertue of the said Indenture of Assignment before mentioned, or any thing therein contained, together with the same Indenture of Assignment, to have and to hold, the said first recited, and the said scite and capital messuage of the said Mannor of H. lands, meadows, feedings, pastures, demesne lands, stock, and all and singular other the premisses by the said Indenture demised, and every part and parcel thereof with the appurtenances (except before excepted) and all the said estate, right, title, interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of them the said H. B. and R. H. and of either of them, of, in, and to the same premisses, and of, in, and to every part and parcel thereof with the appurtenances unto the said R. S. his executors, Administrators and Assigns in such like, and in as large and ample manner and form to all intents and purposes as they the said H. B. and R. H. or either of them have, or hath, or may, or ought to have and enjoy the same premises by force and vertue of the same Indenture of Assignment to them the said H. B. and R. H. made and granted as aforesaid, or any thing therein contained, together with the same Indenture of assignment: and also the said M. C. for the consideration aforesaid hath granted, bargained, sold, aliened, assigned and set over, and by these presents doth fully, clearly and absolutely grant, &c.

unto the said R. S. the said first recited Indenture to her the said M. C. made and granted as aforesaid, and the said scite and capital messuage of the said Mannor of H. lands, meadows, feedings, pastures, demesne lands, stock, and all and singular other the Premisses by the same Indenture mentioned to be demised and granted, and every part and parcel thereof with the appurtenances. And

further the said M. C. for the *Confirmation.* Consideration aforesaid, doth by these presents for her, her heirs, executors and administrators, ratifie and confirm the said bargain, sale and assignment hereby made of the Premisses by the said H. B. and R. H. to the said R. S. as aforesaid, and the estate and interest of the said R. S. in, and to the same, and every parcel thereof: and also remise, re-

Release. lease and quit-claim unto the said R. S. his executors and assignes, the

said Proviso or Condition before mentioned in the said Indenture of Assignment, contained concerning the Redemption of the Premisses from the said H. B. and R. H. as aforesaid, and all and every Covenant, Clause, Article and Agreement touching the same. And also all the estate, right, title, interest, term of years yet to come, and unexpired, reversion, possession, property, claim, condition, entry, benefit and demand whatsoever which she the said M. C. hath, or had, or may, might, should, or of right ought to have, or can or may claim, of, in, or to the said scite and capital Messuage of the Mannor of H. lands, meadows, feedings, pastures, demesne lands, stock, and all and singular other the premisses by the said Indenture, mentioned to be demised and granted, and in, and to every or any part or parcel thereof, with their appurtenances
what-

whatsoever, by force and vertue of the same Indenture, or of the said Indenture of assignment or the said proviso or condition therein contained, or either or any of them, or by any other wayes or means whatsoever or otherwise howsoever ; To have and to hold, the said scite and capital messuage of of the said Mannor of H. lands, &c. and all and singular other the premisses, in, and by the said Indenture to her the said M. C. mentioned to be demised and granted, and every part and parcel thereof with the appurtenances (except before excepted) and all the said estate, right, title, interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of her the said M. C. of, in, and to the same premisses, and every part and parcel thereof, with the appurtenances unto the said R. S. his executors, administrators and assigns, to the only use and behoof of him the said R. S. his executors, administrators and assigns, from the enfealing and delivery of these presents, for during and until the full end of accomplishment of all the rest and residue yet to come and unexpired of the said term of twenty one years by the said recited Indenture, granted absolutely without any manner of condition, proviso or redemption, or other claim or demand whatsoever.

And the said H. B. for himself, his heirs, executors and administrators, doth
 covenant, promise and grant, to, *For quiet enjoying*
 and with the said R. S. &c. and *discharged of in-*
 to, and with every of them by *cumbrances.*
 these presents, in manner and
 form following: that is to say, that he the said R. S.
 his executors, administrators and assigns and every
 of

of them, for, and under the rents, covenants, clauses and agreements in, and by the said first recited lease of the premises reserved and mentioned on the part and behalf of the said M. C. her executors and assigns, to be paid, done and performed, shall or may at all times hereafter, and from time to time, for, and during all the rest and residue yet to come and unexpired of the said term of twenty one years by the said letters patents granted, peaceably and quietly have, hold, use, occupy, possess and enjoy the said site and capital messuages, &c. and all and singular other the premises herein before mentioned, to be granted, bargained, sold, assigned and set over, and every Part and parcel thereof with the appurtenances, without the let, interruption or disturbance of him the said H. B. or of any other person or persons by his means or procurement : and that the same premises and every part and parcel thereof with the appurtenances, now are, and be, and so at all times hereafter, and from time to time shall be, remain, and continue unto the said R. S. his executors and assigns free and clearly acquitted, exonerated and discharged, or otherwise upon lawful and reasonable request sufficiently saved and kept harmless, of, and from, all and all manner, of former bargains, &c. had, made, committed, or done by him the said H. B. or by any other person or persons by his assent means or procurement : the rents, covenants, clauses and agreements, in, and by the said before recited Indenture, reserved or mentioned, which on the part and behalf of the said M. C. her executors and assigns from henceforth, for, or in respect of the premises, are, or ought to be paid, done, and performed, and the covenants, clauses and agreements in the said recited Indenture of assignment expressed

pressed and contained, which on the part and behalf of the said H. B. and R. H. their executors, administrators and assigns, or either or any of them, are, or ought to be observed, performed, fulfilled, and kept, onely except and fore-prised. *The like for R. H.*

And the said R. S. doth covenant, &c. to and with the said H. B. and R. H. their executors, administrators and assigns, and every of them, at all times hereafter, and from time to time clearly to acquit, exonerate and discharge, or otherwise sufficiently to save and keep harmless the said H. B. and R. H. their executors, administrators and assigns, and every of them, as well against the King, his heirs and successors, as against all and every other person and persons whatsoever, of, for, and concerning the said rent, covenants, clauses and agreements before mentioned and excepted, and of, and from all manner of suits, charges, troubles, incumbrances and demands whatsoever, which, for, or by reason thereof at any time or times hereafter, can, or may come, grow, or be, to, or against the said H. B. and R. H. their Executors, administrators or assigns, or any of them.

For discharging the rent to the King of England.

A Covenant for quiet enjoying, discharged of incumbrances from M. C. as from H. B.

Another Covenant from R. S. to M. C. for discharging the rent to the King, as is last before to H. B. and R. H.

And lastly, the said M. C. doth covenant, &c. to and with the said

For further assurance, &c.

R. S.

R. S. &c. that she the said M. C. her executors and administrators shall and will at all time and times hereafter, for, and during the space of two years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the law of the said R. S. his executors or assigns, do, make and execute, or cause to be done, made, and executed all and every such further, lawfull and reasonable acts, things and devices in the law whatsoever, for the discharge of any covenant, clause or agreement in the said recited Indenture of assignment mentioned and contained, wherewith the said R. S. his executors or administrators as assignee or assigns, of, or to the said H. B. and R. H. or either of them can or may be charged or chargeable, and for the extinguishing of the said proviso or condition in the said Indenture of assignment contained, and of all such estate and interest as she the said M. C. her executors or administrators now hath or shall, can or may by any means have, claim, or pretend to have in or to the premises, or any parcel thereof.

And for the further, better and more perfect assurance, surer, sure making and conveying of the said site and capital messuage, and other the premises, and of every part and parcel thereof unto the said R. S. his executors and assigns, for, and during all the rest and residue of the said term of twenty one years, which at the time of the making of any such further assurance, or doing any such act shall be to come and unexpired, as by the said R. S. his executors or assigns, or his or their counsel learned shall be reasonably devised, advised or required.

*A bargain and sale upon Condition made to feoffees
in trust.*

THIS indenture tripartite made, &c. between Sir H. H. &c. of the first part, R. L. and G. L. of the second Party, and E. T. and G. B. of the third party : witnesseth, that the said Sir H. H. R. L. and G. L. for the considerations herein after mentioned, have granted, enfeoffed and confirmed, and by these presents do fully, clearly and absolutely grant, enfeoffe, confirm and deliver unto the said E. T. and G. B. all that the Mannor or Lordship of E. in the County of L. with all and singular the rights, members and appurtenances of the same. And also all and singular the messuages, cottages, lands, tenements, meadows, pastures, feedings, rents, reversions, services, heathes, moors, commons, closes, woods, under-woods, waists, waifes, straies, escheats, wards, courts, leets, perquisites, of courts, royalties, profits and hereditaments, with the appurtenances to the same Mannor, or Lordship belonging or in any wise appertaining, or which now be, or at any time heretofore within the space of thirty years now last past, have been used, reputed, accepted, known, occupied, let or set as part, parcel, right or member of the said Mannor or Lordship : and also all and singular other the mannors, messuages, lands, tenements, rents, reversions, services and hereditaments, situate, lying and being in E. and E. in the county of L. or in either of them, which at any time heretofore were the possession or inheritance of Sir I. H. deceased father of the said Sir H. And also all that the advowson and Patronage of the Parish Church
of

of E. aforesaid; and all and singular the rents and yearly profits whatsoever reserved upon any demise or grant heretofore made or granted of the premises or of any part or parcel thereof: and the reversion and reversions whatsoever, of all and singular the same premises, and of every parcel thereof: and also the said H. H. R. L. and G. L. for the considerations herein after mentioned, have granted, assigned and confirmed, and by these presents do, &c. unto the said E. T. and G. B. all the estate, right, title, interest, use and possession whatsoever, which they the said Sir H. R. and G. and every or any of them have or hath, or may, might, should, or of right ought to have, or claim, of, in, or to the said Mannor or Lordship, and all other the premises herein before mentioned to be granted, enfeoffed, assigned or confirmed, and of, in, and to every part and parcel thereof, with the appurtenances: together with all and all manner of deeds, evidences, charters, writings, escripts and minuments, which they and every or any of them have or hath, touching or concerning onely the premises or onely any part or parcel thereof: to have and to hold the said Mannor or Lordship of E. mannors, messuages, lands, tenements, rents, reversions, services, hereditaments and all and singular other the premises herein before mentioned, to be hereby granted or conveyed, and every parcel thereof with the appurtenances unto the said E. T. and G. B. and their heirs, to the only uses, intents, provisos, conditions and limitations hereafter specified and declared, and to none other use, intent or purpose: that is to say, to the onely use and behoof of the said R. L. and G. L. and of their heirs and assigns forever, with and upon the condition hereafter specified and declared; that is to say,

Provided

Provided always, that if the said Sir H. H. &c. do well and truly satisfie, content and pay, or cause to be contented, satisfied or paid unto the said R. L. and G. L. &c. the full summe of 4800 l. of goods, &c. at or within, &c. at or upon the second day of M. 1641. without fraud or covin : That then from and after the said payment so had and made, the use and uses, in, or by these present Indentures, had, made, or limited to the said R. L. and G. L. their and either of their heirs and assigns : and also all and every estate which hereupon or by reason hereof, or any thing herein mentioned, is or shall be limited, vested or executed, in or to the said R. L. and G. L. their heirs or assigns, or any of them, shall cease, determine and be utterly void and of none effect : any thing in these presents contained to the contrary thereof in any wise notwithstanding : and that then and immediately from and after the said payment had or made to the said R. L. and G. L. their or either of their heirs, executors, administrators or assigns or any of them, of the said sum of 4800 l. of, &c. in manner and form as is afore expressed, declared and appointed; the said Grant, Feeffment, Conveyance and Assurance, and all and every other act or thing which after the date of these presents, and before the said second day of J. 1641. shall be had or made by or between any of the said parties, or by their or any of their means or privity, or whereunto they or any of them shall be party or parties, shall be and shall be deemed and taken to be : and the said E. T. and G. B. and their heirs, and all and every other person and persons, and their heirs, that then shall stand, and be seized of the said Mannor and other the Premisses, or any of them, shall stand and be seized thereof, and of every part and parcel thereof

thereof to the only proper use and behoof of the said Sir H. H. and of his heirs and assigns for ever, and to none other use, behoof, intent, or purpose whatsoever.

And it is further agreed by and between the said parties to these presents, and the said Sir H. H. doth covenant, &c. to and with, &c. that if the said Sir H. H. his heirs, executors, administrators nor assigns, nor any of them do

The Indenture and use therein limited to be void for non payment of the money mentioned in the proviso.

pay or cause to be paid to the said R. L. and G. L. their nor either of their executors, administrators or assigns, nor to any of them, the said summe of 4800 l. and every part thereof in manner and form aforesaid, but shall make default in payment of the same, or of any part thereof: that then and from thenceforth this present grant, reversion and conveyance of the premises, and the said use before herein and hereby limited to the said R. L. and G. L. and their heirs, shall stand, remain and be, and that then also and at all times from thenceforth all the said manors, lands, tenements, hereditaments, and all other the premises with all and singular their appurtenances, shall be and remain for ever to them the said R. L. and G. L. their heirs and assigns, absolutely without any condition or other limitation.

And the said R. L. and G. L. for themselves, their and either of their heirs, executors and administrators, and for every of them do covenant promise and grant by these

Not to do any act to binder the using of the use limited in the

these presents to and with, &c. in manner and form following, that is to say: that neither they the said R. L. and G. L. nor any of them, nor their nor any of their heirs or any of them, nor any other person or persons by their or

Covenants for quiet enjoying and making further assurance upon payment of the money mentioned in the proviso.

any of their procurement, means or assent, shall or will do, commit, or wittingly or wilfully suffer any act or thing, whereby or by means whereof there shall or may ensue or happen any let or hinderance to the rising or vesting of the said use herein limited to the said Sir H. H. and his heirs, by the payment of the said 4800 l. according to the intent, purport and true meaning of the said condition or proviso; and that in case the said Sir H. H. his Heirs, Executors, Administrators or Assigns, or any of them do well and truly satisfy, content and pay, or cause to be satisfied, contented and paid unto the said R. L. and G. L. or either of them, or the Heirs, Executors, Administrators or Assigns of them or either of them, the said sum of 4800 l. of, &c. at or upon the second day of J. &c. according to the true intent and meaning of the said proviso or condition, that then the said Sir H. H. his Heirs and Assigns and every of them shall or may from thenceforth for ever have, hold and enjoy all the said Mannor or Lordship, Lands and Tenements with all and singular their appurtenances to his and their own proper use and behoof without any let, trouble, incumbrance or interruption, of or by the said R. L. and G. L. or either of them, their or either of their heirs or assigns or any of them, or of any other person or persons, by, or with their or any of their means, act, assent or procurement.

R

And

And that then also they the said R. L. and G. L. their, and either of their Heirs and Assignes, and all others which then, or at any time then after shall have, or rightfully claim to have any lawful estate, right, title or interest, of, in, or to the said Mannor or Lordship, Lands, Tenements and Hereditaments, or any part or parcel thereof, by, from, or under the said R. L. and G. L. or either of them, shall and will at all and every time and times, from, and after such payment had and made to the said R. and G. or either of them, or the Executors, Administrators or Assigns of them, or of either of them of the said sum of 4800 l. of, &c. in manner and form as aforesaid, for, and during the space of three years then next ensuing, at, and upon reasonable request to them or either of them to be made, and at the only costs and charges in the Law of the said Sir H. H. his Heirs or Assigns, or some of them, make, do, acknowledge, suffer and execute, or cause to be made, acknowledged, suffered, &c. unto the said Sir H. H. his Heirs and Assigns for ever, all and every such further lawful and reasonable act and acts, thing and things, assurance and assurances, conveyance and conveyances, in the Law whatsoever. with warranty only against themselves and their Heirs, or else without warranty for the better, more perfect, sure and absolute making and assuring of all and singular the said Mannor or Lordship, Lands, Tenements, Hereditaments, and other the premisses, with the appurtenances, unto the said Sir H. H. his Heirs and Assignes : be it by fine, scottment, recovery or recoveries, deed or deeds, enrolled or not enrolled, the enrolment of these presents, release, confirmation, or by all, or any of them, or other-

otherwise by any other lawfull and reasonable act or devise, as shall be reasonably devised or advised by the Counsel learned of the said Sir H. H. his heirs or assigns. And also that he the said Sir H. H. his executors, ad-

ministrators and assigns and every of them, nor doing, nor committing any voluntary waste above the value of 10 l. of, &c. shall or may at all

That the Mortgager shall enjoy the issues and profits of the lands untill the day of payment.

times from henceforth, untill the third day of J. &c. without the let, trouble, interruption, or disturbance of, or by them the said R. L. and G. L. or either of them, their or either of their heirs or assigns, or of either of them, or of any other rightfully claiming, from, by, or under them, or any of them, peaceably and quietly have, take, receive, perceive and enjoy the rents, issues and profits of all and singular the said Mannor or Lordship, Lands and tenements, and other the premisses before herein mentioned to be hereby granted and conveyed, and every part and parcel thereof, without any account to be made or yielded unto the said R. L. and G. L. or either of them, their or either of their heirs, executors or assigns, of, or for the same, this Indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding; and that neither the said R. L. and G. L. their heirs or assigns, nor any of them, shall nor will take any of the rents, issues, revenues or profits of any the premisses, or of any part thereof, which shall grow, arise, or come in or out of the premisses, or any part or parcel thereof before the said third day of J. &c.

And it is further covenanted , concluded and a-

*That the mortgage shall
pay more for the clear
purchase of the land so
mortgaged , and being
forfeited.*

greed by and between the
said parties to these pre-
sents , and the true intent
and meaning of the same
parties to these presents is :
and the said R. L. and G. L.

doe by these presents fur-

ther covenant, &c. to and with, &c. that it neither
the said Sir H. H. his heirs nor assigns , nor
any of them do pay or cause to be paid unto the
said R. L. and G. L. their heirs, executors, admi-
nistrators or assigns , nor to any of them the said
summe of 4800 l. of, &c. in manner and form as
is before limited and appointed for the payment of
the same , whereby the said estate of the said R. L.
and G. L. shall become absolute ; that then they
the said R. L. and G. L. their heirs, executors, ad-
ministrators or assigns, or some of them shall and will
well and truly content & pay, or cause to be paid unto
the said Sir H. H. his execu. admi. or assigns, or some of
them at or in, &c. the sum of 1000 l. of, &c. at or upon
the third day of M. 1642. as the residue, & in full sa-
tisfaction of the clear & absolute purchase of the said
Mannor or Lordship, lands, tenements, and other the
premisses, without fraud, covin. or further delay, unto
them the said R. L. and G. L. their heirs and as-
signs to the onely proper use and behoof of them the
said R. and G. their heirs and assigns for ever.

And the said Sir H. H. doth covenant, &c. to

and with the said E. L.
and G. L. &c. that if the
said Sir H. H. his heirs
executors , administrators
nor assigns , nor any of
them do well and truly pay
nor

*To relinquish possession
after default of payment
of the Sum contained in
the Proviso.*

nor cause to be paid unto the said R. L. and G. L. nor to the heirs, executors, administrators or assigns of them, nor any of them, the said sum of 4800 l. of, &c. before mentioned in manner and form as aforesaid, according to the intent and true meaning of the said proviso or condition before herein expressed: that then he the said Sir H. H. his Tenants, Farmours, and assigns and every of them (other than such as be hereafter excepted) shall and will deliver, yield up and relinquish unto the said R. L. and G. L. their heirs or assigns, or the survivor or survivors of them, the peaceable and quiet possession of the said Mannor or Lordship, and of all other the premises with the appurtenances, without any let, trouble, contradiction or interruption. And that then also he the said Sir H. H. his Further assigns, heirs and assigns, and Dame R. yance, his wife, and all and every other person or persons now having or rightfully claiming, or which at any time or times hereafter shall or may lawfully have, claim or pretend to have any manner of estate, right, title, use, interest, condition or possession, of, in, or to the said Mannor or Lordship, and other the premises, or any part thereof, other than such person and persons, whose estates, interests and terms are excepted in one former Indenture bearing date, &c. made between the said Sir H. of the one party, and the said R. L. and G. L. of the other party, for, and in respect onely of their leases and terms, by, and in the said last mentioned Indenture excepted, shall and will at all and every time and times, from, and after such default of payment, had, or made of the said sum of 4800 l. for and during the space of seven years then next ensuing, at and upon reasonable request

to him, her or them to be made, and at the onely costs and charges in the Law of the said R. L. and G. L. or any of them, or the heirs or assigns of them, or of one of them, make, do, &c. *as in other like Covenants, &c.* And that the said R. L. and

G. L. their and either of their
For quiet enjoying. heirs and assigns, and every of

them, and all and every person

and persons which at any time and times after the said default of payment of the said sum of 4800*l.* of, &c. had and made, as aforesaid, shall have any estate, right, title or interest, of, in, or to the said Mannor or Lordship, mannors, lands, tenements and other the premisses, or any part thereof, by, from, or under the said R. L. and G. L. their heirs or assigns, or any of them, shall or may at all times from, and after the said default of payment of the said sum of, &c. had or made, for ever peaceably and quietly have, hold, occupy and enjoy all the said Mannor and Lordship, mannors, lands, tenements, and other the premisses, without any let, trouble, vexation or interruption of, or by the said Sir H. H. his heirs or assigns, or any of them, or of, or by any other person or persons whatsoever (except as in and by the said Indenture of bargain and sale, bearing date the said, &c. made between the said Sir H. H. of the one party, and the said R. L. and G. L. of the other party, for and in respect onely of the estates and interests, in and by the same Indenture excepted.)

To deliver up a Statute upon payment of the money mentioned in the P. ovise.

And lastly, the said R. L. and G. L. doe by these presents further covenant, &c. to and with the said Sir H. H. &c. that in case the said Sir H.
his

his heirs, executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the said R. L. and G. L. or one of them, or to the heirs, executors, administrators or assigns of them, or of one of them, the said sum of 4800 l. of, &c. on the second day of J. &c. at or &c. according to the purport, intent and true meaning of the said proviso or condition, without fraud or coven : that then they the said R. L. and G. L. or one of them, their or either of their heirs, executors, administrators or assigns, or some or one of them, shall and will within convenient time after the said payment so had and made, deliver or cause to be delivered to the said Sir H. H. his executors, administrators or assigns, at, or, &c. one writing obligatory or recognizance in the nature of a statute staple bearing date, &c. taken, sealed and acknowledged before, &c. wherein the said Sir H. H. is and standeth bound unto the said R. L. in the sum of, &c. to be cancelled and made void.

And further, the said Sir H. H. R. L. and G. L. have made, ordained, constituted, and in their *A Letter of Attornay* stead and place by these pre- *to deliver possession.* sents have put & authorized

A.B. &c. their true and lawful Attornies, joyntly and severally for them, and in their names, to enter into the said Mannor or Lordship and other the premises, and into every or any part thereof in the name of the whole, and possession and seisin thereof, or of any part or parcel thereof in the name of the whole, in their names, and to their use, to take : and after such possession and seisin thereof, and of every part and parcel thereof so had and taken,

to deliver full and peaceable possession and seisin thereof to the said R. T. and G. B. or to their Attorney in that behalf appointed, to have and to hold to the said R. T. and G. B. according to the limitations, uses, provisoes and conditions before herein expressed, and according to the tenour, purport, effect and true meaning of this present Indenture tripartite, holding firm and stable all and whatsoever their said Attorneys or either of them shall do or cause to be done in or about the premisses by these presents. In witnesse, &c.

Memorandum, that the fourth day of M. in the, &c. peaceable and quiet possession
Delivery of possession. and seisin of the mannors, messuages, lands, tenements and hereditaments in E. and F. within specified, was taken had and delivered by the Attorneys within named, to the within named E. T. and G. B. according to the tenour and true meaning of this present Indenture to the uses, provisoes, conditions, and limitations mentioned in the same Indenture, in the presence of those whose names be subscribed,

Memorandum, likewise, that the day and year above said A. B. C. D. E. F. &c. did
Assentment. agree to this present grant within written, and did severally Attorneys tenants to the said E. T. and G. B. according to this present grant, in the presence of those whose names are subscribed, and in witnesse thereof
Forster. of the said A. B. C. D. E. F. &c. have hereunto set their hands.

An Indenture of bargain and sale absolute,

THIS Indenture made, &c. between Sir R. M. of, &c. of the one party, and R. H. and G. H. &c. of the other party, Witnesseth, that the said Sir R. M. for and in consideration of the sum of 600 l. &c. to him in hand, at, and before the enscaling and delivery of these presents, by the said R. L. and G. L. well and truly paid, whereof, and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof doth clearly acquit, exonerate and discharge the said R. L. and G. L. their and either of their heirs, execu-
tors and administrators and e-

To fier conditum.

very of them for ever by these presents, hath given, granted, bargained, sold and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell and confirm unto the said R. L. and G. L. their heirs and assigns for ever, all that the Mannor & Lordship of C. in the County of, &c. with all and singular the rights, members, liberties, privileges, royalties and appurtenances thereof whatsoever : and all that the rectory and parsonage of C. aforesaid, with all gleab-lands, tithes of corn, grain and hay, oblations, obvention, fruits, profits and commodities whatsoever, of what nature, kind or quality soever they be, or by whatsoever name or names they are called or known to the said rectory and parsonage incident, belonging or appertaining, or reputed or known to be part parcel or member thereof, or to or with the same now, or at any time heretofore usually occupied or enjoyed, coming, growing, renewing and increasing within

C.

C. and S. in the County of, &c. and the advowson, gift free disposition, and right of patronage of the Vicarage and Church of C. aforesaid, with the appurtenances in the said County of, &c. And also all and singular messuages, mills, houses, edifices, buildings, barns, stables, dove-houses, yards, orchards, gardens, lands, tenements, meadows, feedings, pastures, leasows, commons, waste-grounds, heaths, furzes, mores, marshes, woods, underwoods, wayes, waters, fishings, fishing-places, streams, rivers, banks, ponds, rents, reversions, services, courts, leets, view of frank-pledge, perquisites, and profits of courts and leets, and all that to courts, leets and view of frank pledge doth belong or appertain, goods and chattels wayved, and estrayed, goods and chattels of felons and fugitives, felons of themselves, and of persons out lawed, fees, wards, marriages, escheats, reliefs, heriots, fines, amerciaments, liberties, priviledges, and all other profits, commodities, advantages, emoluments and hereditaments whatsoever to the said Mannor and Lordship, rectory, and other the premisses herein before mentioned, meant or intended to be hereby given, granted, bargained and sold, and to every or any of them by any means belonging or appertaining, or with the same, or any of them as part, parcel or member thereof, now or at any time heretofore demised, let, used, occupied, reputed or enjoyed with all and singular their appurtenances; and also all and singular messuages, lands, tenements, rents, reversions services and hereditaments whatsoever of him the said R. M. in C. and S. aforesaid, and in H. and S. in the said County of, &c. and in every or any of them; and also all and singular rents and yearly profits whatsoever, reserved upon any demise, lease or grant, demises, leases,

or grants heretofore made or granted of the premisses, or of any part or parcel thereof; and the reversion and reversions, remainder and remainders of all and singular the premisses, and of every part and parcel thereof: and also the said R. M. for the consideration aforesaid, hath granted, bargained and sold, and by these presents doth fully and clearly grant, bargain and sell unto the said R. L. and G. L. their heirs and assigns for ever, all the estate, right, title, interest, use, possession, reversion, remainder, property, condition, claim and demand whatsoever, which he the said R. M. hath, or had, or shall, should, may, might, or of right ought to have or claim of, in, or to the said Mannor and Lordship of C rectory, advowson, messuages, lands, tenements, hereditaments, and all and singular other the premisses, with the appurtenances before, in, and by these presents granted, bargained and sold, or of, in, or to any part or parcel thereof, to have and to hold all the said

Mannor and Lordship, rectory, *Habendum.*

advowson, messuages, lands, tenements, meadows, feedings, pastures, commons, rents, reversions, services, hereditaments, and all and singular other the premisses herein before mentioned, meant or intended to be hereby given, granted, bargained and sold, and every part and parcel thereof, with all and singular the rights, members and appurtenances unto the said R. L. and G. L. their heirs and assigns, to the only proper use and behoof of them the said R. L. and G. L. and of their heirs and assigns for ever. And the said R. M. and his heirs the said

Mannor, &c. *ut in al. warrant. Warranty.*

&c. *In eajus rei, &c.*

*At Indenture of Covenants to the former Indenture :
whereupon a recovery is passed.*

THIS Indenture made the, &c. between Sir R. M. of, &c. of the one party, and R. L. &c. and G. L. of the other party; whereas the said R. M. by an Indenture of bargain and sale, bearing the date hereof, and sealed and delivered with these presents for the causes in the same Indenture mentioned and expressed, doth give, grant, bargain, sell and confirm unto the said R. L. and G. L. their heirs and assigns for ever, all that the Mannor and Lordship of C. &c. and divers other lands and tenements, as by the same Indenture of bargain and sale amongst other covenants, grants and agreements therein mentioned more at large is doth and may appear, Now this Indenture witnesseth, that the said R. M. for the consideration in the said Indenture of bargain and sale mentioned, hath bargained and sold, and by these presents doth bargain and sell unto the said R. L. and G. L. their heirs and assigns for ever. All and all manner of deeds, evidences, charters, writings, escripts, Court rolls, books of survey, books of accompt, rentals, counterparts of leases, terrors, boundaries, and minument, whatsoever, any way touching or concerning the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements and other the premisses, with the appurtenances, or any part or parcel thereof: All which said deeds, evidences, charters, writings, escripts, Court-rolls, books of survey,

survey, books of accompt, rentals, counterparts of leases, terrors, boundaries *Fofter.* and minuments before mentioned, or so many of them as now be in the hands, custody or possession of the said R. M. or of any other person or persons to his use, or by his delivery, or which he knowing where they are may lawfully get or come by without sute in the law, together with true copies of all deeds, evidences, writings and minuments as do touch or concern the premisses, or any part or parcel thereof, joyntly with any other lands or tenements, the same copies to be written and copied out at the costs and charges of the said R. L. and G. L. their heirs and assigns: and the said R. M. for himself, his heirs, executors and administrators doth covenant, &c. to and with the said R. L. and G. L. their and either of their heirs and assigns, and every of them by these presents to deliver, or cause to be delivered unto the said R. L. and G. L. their heirs and assigns, or to some of them, on this side and before the feast of, &c. whole, *For being seized.* safe, uncanceled and undifaced.

And the said R. M. doth covenant, &c. in manner and form following, viz. That he the said R. M. at the time of the enfealing and delivery of these presents, is and standeth, and so untill a good and lawfull estate shall be vested and executed in the said R. L. and G. L. and their heirs, according to the intents and true meaning of these presents, shall be, and stand, and be the very true, sole, lawfull and perfect owner, and rightfully and absolutely seized of the said Mannor and Lordship, and of all and singular other the premisses, with the appurtenances

appurtenances in the said Indenture mentioned, meant or intended to be thereby given, granted, bargained and sold in his demesne, as of fee-simple or fee tail general to his own proper use and behoof, without any manner of condition or limitation of any use or uses to alter, change or determine the same: and that there is

No reversion in the King. not, nor before the execution or vesting of the said estate there shall be any reversion

or remainder thereof, or of any part or parcel thereof, &c. or in any other person or persons: And also that he the said R. M. now hath, and until the executing and vesting of the said estate, shall have full power, lawful and rightful authority to convey and assure the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements, hereditaments, and all and singular other the above mentioned, bargained premisses, with the appurtenances, unto the said R. L. and G. L. their heirs and assigns for ever in form aforesaid.

And the said R. M. doth covenant, &c. that the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements, and all and singular other the premisses before, by the said Indenture given, granted, bargained and sold, or meant, mentioned or intended to be thereby given, granted, bargained and sold, and every part and parcel thereof with the appurtenances, at the enfealing and delivery of these presents, are, and be, and so at all times hereafter for ever

Discharge of incumbrances.

ever shall be, remain and continue unto the said R. L. and G. L. their heirs and assigns, free and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmlesse, of, and from all and all manner of bargains, sales, gifts, grants, leases, joyntures dowers, annuities, statutes-merchant, and of the staple, recognizances, uses, wills, intails, fines for alienation without licence, post fines, rents, charges, rents, seck, arerages, of rents, amerciaments, intrusions, primer-seizens, condemnations, judgements, extents, executions, claims, duties, debts of record, debts to the, &c. and of, and from all other charges, estates, titles, troubles, incumbrances and demands whatsoever, had, made, committed, suffered or done, or hereafter to be had, made, committed, suffered or done by Sir I. M. deceased, great grand-father of the said R. M. his heirs and assigns, or by W. M. arbitrator deceased, grand-father of the said R. M. his heirs or assigns, or by the said R. M. his heirs or assigns or any of them, or by any other person or persons whatsoever, having, or rightfully claiming or pretending to have, or which at any time or times hereafter shall have or rightfully claim, or pretend to have any lawful estate, right, title, interest or demand, of, in, and to the said Mannor and Lordship and other the premisses, or of, in, or to any part or parcel thereof, in, by, from, or under them or any of them, or by their or any of their assent, means, consent, title, interest, act, sufferance or procurement; the chief rent and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for, and in respect only of his or their seigniority and seigniories, on'y except and foreprised, and also except, &c. and also except one lease, &c. where-
upon

upon the yearly rent of 10 l. is reserved, which shall or may be yearly, from and after the fifteenth day of, &c. be due and payable unto the said R. L. and G. L. their heirs and assigns during the continuance of the same excepted lease: Provided alwayes that if the said R. M. his heirs, executors, administrators or assigns, or any of them do well and truly pay or cause to be contented and paid unto the said R. L. and G. L. their or either of their executors, administrators or assigns the full summe of 800 l. of, &c. on the, &c. at or, &c. that then as well this present Indenture, as the said recited indenture of bargain and sale and every of them, and every covenant, grant, articles, clause and agreement in them and every of them contained, on the part and behalf of the said R. M. his heirs, executors or administrators to be performed and kept, shall immediately from thenceforth cease, determine and be utterly void, frustrate and of none effect; and that then also, and from thenceforth it shall and may be lawful, to, and for the said R. M. his heirs and assigns into the said Mannor and Lordship, rectory, messuages, lands, tenements, hereditaments and other the premisses with the appurtenances, and into every or any part or parcel thereof to re-enter, and the same to have again, enjoy and re possesse, as in his and their first and former estate, any thing in these presents contained to the contrary thereof in any wise notwithstanding.

And furthermore the said R. M. doth covenant, &c. that if default shall be made of the payment of the said summe of 800 l. upon the said fifteenth day of, &c.

For quiet enjoying after default of payment

at

at the place of payment, aforesaid: that then and from and after such default of payment so therect, or any part or parcel thereof had or made, they the said R. L. and G. L. their heirs and assigns, and every of them, shall or may from time to time, and at all times forever, according to the tenor, purport and true meaning of these presents, peaceably and quietly have, hold, occupy, possess and enjoy the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and all and singular other the premises with the appurtenances, and every part and parcel thereof, without any manner of let, trouble, interruption, eviction, expulsion or disturbance of him the said R. M. his heirs or assigns, or of any other person or persons whatsoever lawfully claiming by, from, or under him the said R. M. or by, from, or under the said I. M. Great-Grand-father of the said R. M. or by, from, or under the said I. M. or by, from, or under the said R. M. Father of the said R. M. except before excepted.

And the said R. L. and G. L. doe covenant, &c. that he the said R. M. his

Heirs, Executors, Administrators and Assigns, and every of them shall or may without the let, trouble, molestation, or interruption of the said R. L. and G. L. their Heirs or Assigns, or of any other rightfully claiming, from, by, or under them, either or any of them, peaceably and quietly have, hold, perceive, receive, take and enjoy the rent, issues and profits of all and singular the said Mannor and Lordship, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular

That the Mortgagee may receive the profits of his lands until the day of redemption

singular other the Premises before mentioned to be given, granted, bargained, and sold by the said recited indentures, and of every part and parcel thereof with the appurtenances, until the sixteenth day of, &c. without any account to be made or yielded unto the said R. L. and G. L. their Heirs, Executors or Assigns, or, for the same, the said recited Indenture or any thing therein contained to the contrary notwithstanding : and that neither the said R. L. and G. L. their Heirs or Assigns, nor any of them shall or will take any of the rents, issues, revenues or profits or any of the Premises, or of any part thereof, or which shall grow, arise, or come in or out of the Premises, or any part or parcel thereof, before the said fifteenth day of, &c.

And furthermore, the said R. M. doth covenant, &c. that if he the said R. M. his

For further assurance after default of payment.

Heirs, Executors, Administrators or Assigns, or some or one of them do not well and truly pay or cause to be con-

tented or paid unto the said R. L. and G. L. their or either of their Executors, Administrators or Assigns the said summe of £24 l. before mentioned, according to the true intent and meaning of the proviso or Condition before herein expressed : that then he the said R. M. and Dame W. his wife and their Heirs, and all and every other person and persons now having or claiming, or which at any time or times hereafter shall or may lawfully have, claim or pretend to have any estate, right, title, use, interest, condition or possession, of, in, and to the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and

and other the Premises, or any part or parcel thereof, other than the persons before excepted, for, and in respect only of the said Annuities, Leases and Terms before excepted, shall and will from time to time and at all times, from, and after default of payment made, as afore said, for, and during the space of seven years next ensuing, at and upon reasonable request, and at the only costs and charges in the Law of the said R. L. and G. L. their Heirs and Assignes, or some of them, do make, knowledges, execute and suffer, or cause to be done, made, knowledges, executed and suffered unto the said R. L. and G. L. their heirs and assignes; A further and all and every such other act and acts, thing and things, assurance and assurances, conveyance and conveyances in the Law whatsoever, for the better, more perfect, sure and absolute conveying and assuring of all and singular the said Manor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and all other the premises with the appurtenances, by the said recited Indenture mentioned, or intended to be granted, bargained and sold unto the said R. L. and G. L. their heirs and assignes, for ever, absolutely without any manner of Condition, Mortgage or Redemption, be it by fine, or fines, assentment, recovery or recoveries with single or double voucher or vouchers, deed or deeds, enrolled or not enrolled, the enrolment of these presents, release, confirmation, or by all or any of them, or otherwise by any other lawful and reasonable act and devise, with warranty of him the said R. M. and his Heirs against all men, or otherwise without warranty, if it be so required, as shall be reasonably devised or advised by the learned Council of the said R. L. and G. L. their heirs or assignes, or some or one of them.

And it is covenanted, granted, concluded and agreed, by, and between all the said parties to these presents, That T. and W. P. by writ of entry, *per disse fin* in 1607, to be by them sued forth, at the costs and charges of the said R. L. and G. L. out of the High Court of Chancery, and to be returned into the Court of Common pleas at *Westminster*, before the Justices there, against them the said R. L. and G. L. then in possession of the said premises, shall recover the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and other the premises mentioned, meant or intended, in, or by the said recited Indenture, to be bargained and sold with their rights, members, and appurtenances, in due form of Law, against the said R. L. and G. L. then being Tenants of the said Premises, with the appurtenances, by some name and names in the said writ and recovery to be contained, and upon the said writ and proceeding thereupon the said R. L. and G. L. after appearance, shall vouch over to warrant the said R. M. and that the said R. M. shall thereunto appear, and vouch over to warrant the Common vouchee, and that each of them, the said R. L. and G. L. and the said R. M. shall do, and suffer all, and whatsoever to them and either of them in that behalf shall belong and appertain, for the suffering of a good and perfect recovery of all the said Mannors, Lordships, Lands, Tenements, and other the premises mentioned in the said Indenture, to be thereby given, granted, bargained and sold unto the said R. L. and G. L. according to the course of common recoveries and assurances of Lands, in such Cases used, and that the said recovery shall in due form of

Part 3.

(261)

of law be executed by the writ of *habere fac seisin* accordingly.

And it is by these presents likewise fully concluded, agreed and declared, by, and between all the parties unto these presents; that the said recovery & all other recoveries whatsoever had, made, knowledged, enjoyed, executed or suffered, or to be had, made, knowledged, executed or suffered of the Premises, or of any parcel thereof, by, or betwixt the said parties or any of them, and the full force and execution of the same and every of them, shall be and enure, and shall be had, taken, construed, esteemed and adjudged to be, and to enure to the only uses, provisos, conditions and limitations before herein mentioned, according to the true intent and meaning of the said Indenture and of these presents, and to no other use, behoof, intent or purpose whatsoever.

And it is further covenanted, conditioned, concluded and full agreed, by and between the said parties to these presents, and the true intent & meaning of the said parties to these presents is, and the said R.

L. and G. L. do covenant, &c. that if the said R. M. his Heirs, Executors Administrators or Assigns, or any of them do not pay, or cause to be paid unto the said R. L. and G. L. their Executors, Administrators or Assigns, nor to any of them, the said sum of 800 l. &c. at the day, and places of payment thereof above mentioned, but shall make

default of payment thereof, or of any part or parcel thereof, according to the true meaning of the said proviso or condition, whereby, or by reason whereof the premisses, and every parcel thereof, shall become absolute to the said R. L. and G. L. their Heirs and Assignes, according to the true intent and plain meaning of these presents; that then they the said R. L. and G. L. their Heirs, Executors, Administrators or Assignes, or some of them, shall and will pay, or cause to be paid unto the said R. M. his Heirs, Executors, Administrators or Assigns, at, or, &c. the full sum of, &c. in manner and form following, that is to say, on the, &c. day of, &c. the sum of 120 l. and within one whole year next ensuing the day of the death of the said R. M. the father, the summe of 100 l. at the end of one other whole year then next following, one other 100 l. and at the end of one other whole year also then next ensuing, one other 100 l. in full satisfaction of, and for the clear and absolute purchase of the said Manor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and of all and singular other the premisses in the said Indenture mentioned, to be thereby given, granted, bargained and sold, and of every part and parcel thereof with the appurtenances. In, &c.

Covenants for surrendering of Copy hold lands.

And the said D. S. for the consideration before
in these presents expressed,
For making a sur- doth further covenant, promise
render. and grant, for herself, her
Heirs, Executors, and Admin-
istrators, and for every of them, to, and with the
said J. P. his Heirs and Assignes by these pre-
sents,

sent, that she the said Dame S. S. or her Heirs, shall and will on this side and before the Feast of, &c. at the charges in the law of the said I. P. his Heirs or Assigns, make and suffer, or cause to be made and suffered a good and sufficient surrender in law, to the use of the said J. P. his Heirs and Assigns for ever, according to the custome of the Mannor of C. of one field or close of pasture, &c. and so recite the land *verbatim*, and for every part and parcel thereof with the appurtenances, being parcels of the said Mannor of C. and which late were the copy-hold inheritance of T. C. deceased according to the custome of the said Mannor.

And the said Dame S. doth covenant, &c. that the said Copy-hold lands, at the time of the making and *Discharged of incum-* perfecting of the said sur- *brances.* render shall be, and so at all times for ever hereafter, shall continue unto the said I. P. his Heirs and Assigns clearly discharged, or otherwise sufficiently saved and kept harmless, of, and from all former charges, estates, titles, troubles, surrenders, forfeitures and incumbrances whatsoever, made, committed, suffered or done by the said T. C. deceased, his Heirs, or Assigns, or by the said E. S. his Heirs or Assigns, or by the said Dame S. S. or by any other person or persons, by, or with their, every, or any of their means, assent, title, interest, act, sufferance or procurements.

And the said Dame S. doth covenant, &c. that the said Copy-hold lands and Premises before mentioned, *That the lands are of a certain value p. an:* to be granted and assigned, as *above-*

storeſaid, now are of the cleare yearly worth and value of 20 l. by the year, above all rents, charges and reſiſes, and ſo are, and be now well worth to be let or ſet, and that the ſame ſhall from time to time hereafter, ſo remain, be and continue of the yearly value aforeſaid, unto the ſaid I. P. his, &c. during the term and continuance of the ſaid ſeveral mentioned or recited leaſes and either of them.

*A Letting and ſale of Swannes and Swan-
mark*

TO all Chriſtian people, to whom this preſent writing ſhall come, A. B. of, &c. ſendeth greeting, &c. know ye, that I the ſaid A. B. for divers good cauſes and conſiderations me in this behalf ſpecially moving, have given and granted, and by this my preſent writing, do give, grant and confirm unto C. D. of, &c. all thoſe my Swannes, and Signets, and game of Swannes and Signets white and grey, marked with the ragged ſtaffe, ſwimming, remaining and being, in, upon, or about the River of W. in the County of, &c. or in, upon, or about any other Rivers, Brooks, waters or places within the ſame County of, &c. or elſewhere whereſoever. And all rights, royalties, privileges, preheminences, profits and commodities whatſoever, to the ſame Swannes and Signets, and game of Swannes and Signets, or any of them in any wiſe belonging, incident or appertaining, together with the Swanmark aforeſaid: To have and to hold, the ſaid Swanne and Signets, and game and Swanne and Signets and Swanmark aforeſaid, with their rights and appurtenances whatſoever unto the ſaid C. D. his Heirs and Aſſigns for ever, in as large,
ample

ample and beneficial manner and form, as I the said A. B. or any my Ancestors ever have held, held or enjoyed, or might or ought to have had, held or enjoyed the same. In witness, &c.

A bargain and sale of under wood.

THis Indenture made, &c. between, &c. Witnesseth, that the said A. B. for, and in consideration of the summe of, &c. whereof, &c. hath bargained and sold, and by these presents doth bargain and sell unto the said C. D. all and singular woods and under-woods, growing and being within the grove called W. grove, and the hedge of the same, containing by estimation sixteen acres, be it more or lesse, lying and being in the Parish of D. in the County of H. and also all the lops and shreds, of all such trees, being within the said grove called W. as have been usually lopped at the selling of the under-wood growing within the said grove, except, and alwayes out of this present sale reserved unto the said A. B. his Heirs and Assigns, all manner of trees whatsoever, other than under-wood now growing, or being in or upon the same grove or any parcel thereof, To have and to hold the said under-woods, lops and shreds, before by these presents bargained and sold (except before excepted) unto the said C. D. his Executors and Assigns, to his and their only proper use and behoof. And the said A. B. doth covenant, &c. that he the said C. D. his Executors and Assigns, at his and their liberty and pleasure shall or may peaceably and quietly have, hold, take and enjoy the said under-woods, and enter into the said grove, and every part and parcel thereof, there to fell,
hew

hew, and cut down all and singular the said woods, and under woods, and hedgerows at all seasonable times in the year, from the day of the date hereof, until the, &c. and the same so felled, hewed and cut down, with his and their, or any of their horses, carts and carriages, to bear, lead, carry and convey from thence to any other place or places, at his and their liberty and pleasure at all time and times, during the space of three years, by all convenient wayes thereunto now used and accustomed, without any lawful let, contradiction, &c. And the said C. D. doth covenant, &c. that he the said C. D. his Executors or Assigns, shall and will at every felling, which he or they shall make of the said woods, under-woods and trees, leave standing and growing in, and upon the premises, so many competent and sufficient standards, staddels and stories, as by the laws and statutes in that case provided, is, or ought to be left; and also shall and will, at his and their own proper costs and charges, make good all hedges and fences about the young springs of the said wood, for the safe keeping thereof from hurt and spoil of Beasts and Cattel, according to the custome of the County there. In witness, &c.

A sale of Billets and wood or Timber.

THis Indenture made, &c. between T. C. R. W. and G. M. of the one part, &c. and I. B. and R. W. &c. on the other party, witnesseth, that the said, &c. for the considerations here under mentioned, have bargained and sold, and by these presents do fully and clearly bargain and sell unto the said, &c. ten thousand loads of good merchantable and lawful western Billets, at, and after the rate and price of three shillings

shillings and six pence the load; and also five hundred loads of good merchantable, sound and well squared Oken Timber, accompting fifty foot to every load, at, and after the rate and price of ten shillings the load, with such deductions and defalcations, out of the same several prizes, as is here under expressed, and the same billets and timber to be delivered, at such places and times, and in such manner and form as hereunder is mentioned, and the said, &c. to and with, &c. That they the said T. W. and G. or some of them, their, &c. shall and will and truly deliver or cause to be delivered to the said, &c. all and every the said ten thousand loads of Billets; and five hundred loads of Timber of the kinde and goodness aforesaid, to the proper use of them the said, &c. free and discharged of all manner of charges and incumbrances whatsoever, and allowances (water carriage onely excepted) at, and upon some wharfe or wharves in *Henly upon Thames*, and *Shiplack* in the County of O. and at, and upon some Wharf or Wharfs in S. and R. and the Wharf nearest *Reat Wood* in the County of *Barks*, in manner and form following, that is to say, three hundred loads of the same Billets, and one hundred loads of the same Timber, at or before, &c. and between that and the day of, &c. three thousand more of the same Billets, and two hundred loads of the same wood or timber, at or before, &c. and between the same day of, &c. and the day, &c. four thousand loads more of the same Billets, and two hundred loads more of the same Timber residue, and in full delivery and satisfaction of the said ten thousand loads of Billets, and five hundred loads of Timber, at or on, &c. and also that they the said T. R. and G. their, &c. shall not only deliver or cause to be delivered, all
and

and every the said Billets and Timber at the water-side, or some wharfe, or wharfes, in some, or any the towns and places above mentioned, for, and to the use of, &c. and in form aforesaid, clear of all charges and incumbrances whatsoever, but shall also from time to time, and at all times from henceforth save and keep harmless, the said Billets and Timber, and every parcel thereof to the said, &c. from and against the purveying to his Majesties use, and against all and every the Purveyors and Takers of, or for his Majesties wood-yard, and of his Heirs and Successors, or else shall deliver or cause to be delivered to the use aforesaid, to the said, &c. at the place of delivery aforesaid, or at some of them, in recompence of, and for such of the said Billets and Timber, as shall be so taken so much more in stead thereof, at the rates and prices aforesaid before the, &c. In part of payment of, and for all which Billets and Timber to be delivered, as aforesaid, the said L. B. and R. W. have truly paid to the said T. C. R. W. and G. M. before the enscaling hereof, the sum of, &c. of which said summe of, &c. the said T. C. R. W. and G. M. acknowledge themselves fully satisfied and paid, and thereof, &c. And as for the other part of the money for the said Billets and Timber, amounting to the summe of, &c. the said, &c. covenanteth and granteth, to and with, &c. well and truly to pay or cause to be paid to the said, &c. upon the day of, &c. next after reasonable request thereof to be made, and given in writing to the said, &c. or at or within, &c. after the delivery of so much of the said Billets and Timber, as after the rates aforesaid, shall amount to the sum of, 700 l. or more, the said 700 l. to be paid, at or within, &c. and it is agreed between the said parties,

ties, that whereas the rate of the said Billets and Timbers, as afore said, to be delivered, do amount to the summe of, &c. over and above the said summe of, &c. already paid, and the said summe of, &c. in form afore said, covenanted to be paid: It is agreed between the said parties, in respect of the carriage by water of the said Billets and Timber, in form following, that is to say, for so many thereof as shall not be delivered at H. S. afore said, so much money as the carriage by water of the same not delivered at H. S. afore said, shall amount unto, from any other place appointed by these presents for delivery thereof, unto any one of the said places of H. and S. afore said, or either of them, the said, &c. shall have allowance and defalcations out of the said summe of, &c. for every load of Billets, as afore said, to be delivered at S. 8 d. and for every load of Timber, &c. and for every load of Billets to be delivered at R. 4 d. and for every load of Timber 16 d. and for every load of Billets, to be delivered at the Wharfe nearest *Kemishwood* 12 d. and for every Load of Timber 2 s. And the said, &c. for them, &c. to and with, &c. to pay and satisfie to the said, &c. upon reasonable request, so much of the said summe of, &c. as shall amount and remain over and above the allowance and defalcations, in respect of the water charges afore said: and in like manner the said T. C. R. W. and G. M. for them, &c. to and with, &c. that if the said allowance of carriage, as afore said, shall amount to more than 32 s. l. then then they the said, &c. shall well and truly pay or cause to be paid to the said I. B. and R. their, &c. upon reasonable request so much money as the same allowance shall amount to the said summe of, &c. *In witness.*

A Release of a Proviso or Condition for payment of money, referred upon an Indenture of bargain and sale.

TO all Christian people to whom this present writing shall come A. B. greeting, &c. know ye, that I the said A. B. have the day of the date of this present writing received and had of C. D. &c. at or in, &c. and the full summe of, &c. lawful money, &c. to me due and payable on this present, &c. in the, &c. by force and vertue of one proviso or condition contained in one Indenture of bargain and sale bearing date, &c. made between me the said A. B. of the one party, and the said C. D. of the other party, for, touching and concerning certain messuages, lands, tenements, and hereditaments, lying in, &c. in the County of, &c. which said summe of, &c. so by me received, as aforesaid, is in full discharge, satisfaction and payment of 500l. of, &c. and is for the full and absolute bargain and sale of all that messuage, &c. by me the said A. B. mentioned to be bargained and sold in and by the same Indenture, as by the same Indenture more at large appeareth, of which said sum of 500l. so by me the said A. B. received as aforesaid, I acknowledge my self fully satisfied, contented and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said C. D. his Executors, and Administrators, and every of them for ever by these presents.

Release of all And further know ye, that I the said A. B. have remised, released and for ever quit-claimed, and by these presents do remise, release, and for ever quit-claim unto the said

said C. D. being in his full and peaceable possession and seizin being, and to his Heirs and Assigns, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever all the estate, right, title, interest, claim, condition, entry, ben fit and demand whatsoever, which I the said A. B. have or had, or may, might or ought to have or claim, of, in, or to the said messuage, &c. *relying the Land*: and of, in, and to all and singular other the Premisses, with all and singular their appurtenances, in, and by the said recited Indenture mentioned to be bargained and sold, and of, in, and to every part and parcel thereof with the appurtenances; so that neither I the said A. B. my Heirs or Assigns, nor any of us, nor any other person or persons for us, or in our names, or in the name of any of us, shall or will at any times or times hereafter ask, claim, challenge or demand to have any manner of estate, right, title, interest, or demand, of, in, or to the said Premisses, or any part or parcel thereof: but that we and every of us shall be thereof, and of every part and parcel thereof, from henceforth utterly barred and excluded for ever by these presents.

And I the said A. B. and my Heirs, all and singular the said Premisses with the appurtenances, against me, my *Warranty*. Heirs and Assigns and every of us unto the said C. D. his Heirs and Assigns for ever shall and will warrant, and for ever defend by these presents.

A Release, where three have a joynt estate of inheritance.

THIS Indenture made, &c. between G. M. T. C. and H. L. of the one party, and Sir G. M. of the other party, witnesseth, that whereas the said G. M. T. C. and H. L. are and stand joyntly seized to them and their heirs, of an absolute estate of inheritance in fee-simple of the Mannor and Lordship of E. &c. *possessing the land at large*: which the said G. M. T. C. and H. L. have by vertue of a conveyance, or assurance, by, or from R. V. &c. as by the conveyance and assurance thereof, made by the said R. V. unto the said G. M. T. C. and H. L. more at large it doth and may appear; and whereas the said T. C. and H. L. have by sufficient conveyance and assurance in Law conveyed, assured and confirmed all their and either of their estate, right, title and interest in and to the same Mannor and Premisses, with the appurtenances, unto the said G. M. and his heirs for ever, whereby he the said G. M. is thereof now fully and absolutely seized in his demesne as of fee, and whereas also the conveyance and estate of the Premisses, so as aforesaid, made unto the said G. M. T. C. and H. L. and their heirs, was to them made by the direction and appointment of the said G. M. and at his only charge and costs every kind of way, as well for the assurance thereof, as otherwise, and was meant and intended for the good of the said G. L. and his heirs, and to be at his and their only disposition. Now therefore the said T. C. and H. L. as much as in them is or lyeth, have remised, released, quit-claimed and confirmed, and by these presents,

lents, for, and from them and either of them, their and either of their heirs, &c. do remise, release, quit-claim and confirm unto the said G. M. now being in his full and peaceable possession of the premises, and to his heirs, all the estate, right, title, interest, possession, joynt, tenure, claim and demand, which they the said T. C. and H. L. have by any manner of conveyance or assurance, of, in, or to the premises, or any part or parcel thereof, and do by these presents further deliver, and confirm the premises with the appurtenances, and all their and either of their said estate, right, title, interest, possession, claim or demand, of, in, and to the same premises with the appurtenances, and every part and parcel thereof unto the said Sir G. M. his heirs and assigns, to have and to hold the said manner, messuages, lands, tenements, hereditaments, and all and singular the premises with the appurtenances unto the said Sir G. M. his heirs and assigns for ever, to the only use and behoof of the said G. M. his heirs and assigns for ever, to hold of the chief Lords of the fee, by the rents and services for the same heretofore due and accustomed, &c. with warranty *Blunden.*
as in others.

A Release of an Assignment made upon condition.

TO all Christian people to whom, &c. I. O. greeting, &c. whereas M. C. by his Indenture bearing date, &c. did for the consideration therein mentioned, bargain, sell, assign and set over to me the said I. O. my Executors, Administrators and Assigns, all his estate, right, title, interest, term of years and demand of, and in all that capital messuage, &c. and divers other lands and hereditaments

raiments in L. in the said County of E. in the said Indenture mentioned; upon condition nevertheless, that if T. R. &c. his Executors or Assigns, any of them, did well and truly pay, or cause to be paid to me the said I. O. my Executors or Assignes, the sum of 2000 pound of, &c. at, or, &c. on the Feast day of, &c. without fraud or coven, that then, and at all times from thenceforth, the said Indenture of assignment made by the said M. C. and every covenant, grant, article and thing therein contained, should determine and be utterly void, and of none effect, and then also, &c. *recuing, the covenant verbatim as is the assignment*, as in, and by the said Indenture of assignment to me made by the said M. C. amongst divers other Covenants, clauses, articles and agreements therein contained, more at large it doth and may appear. Now know ye, that I the said I. O. have had and received, and by these presents do testifie, acknowledge and declare, to have received and had of the said T. R. at and upon the said Feast-day of, &c. in the said proviso or condition in the said recited Indenture of assignment mentioned, the sum of 2000 l. &c. according to the tenor and purport of the said proviso or condition in the said recited Indenture contained, of which said sum of 2000 l. so by me received, as is aforesaid, and of every part and parcel thereof, I the said I. O. do acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, and of all and all manner of interest, title and demand, in, or to the premisses, or any of them, do clearly exonerate, acquit, and for ever discharge the said M. C. and T. R. and either of them, their and either of their heirs, executors and administrators, and every of them by these presents. *In witness, &c.*

Elmdon.

A Release of a Manor.

TO all Christian people to whom this present writing shall come, I. R. greeting, &c. Know ye, that I the said I. R. for divers good causes and considerations me in this behalf specially moving, have remised, released and quit claimed, and by these presents do for me and my heirs remise, release, and for ever quit claim unto T. G. and M. his wife, in their full and peaceable possession and seisin being and to the heirs and assignes of the said T. G. to the only proper use and behoof of them the said T. G. and M. and of the heirs and assignes of the said T. G. for ever, all the estate, right, title, interest, use, possession, reversion, remainder, property, claim and demand whatsoever, which I the said I. R. have or had, or that I, my heirs or assignes, or any of us at any time or times hereafter shall have, or may, might, should or ought to have or claim, of, in, and to all that the scite of, &c. *recite the land as in the Indenture of bargain and sale* : and of, in, and to every part and parcel thereof, and of, in, and to the reversion and reversions whatsoever, of all and singular the premises herein before mentioned to be remised and released, and of every part and parcel thereof with the appurtenances : and of, in, and to all and singular woods, under-woods and trees growing or being, of, in, or upon the premises, or any part or parcel thereof : and of, in, and to the ground and soile of the same woods, under-woods and trees : and of, in, and to all and singular the rents and yearly profits whatsoever, reserved upon any demise, lease or grant heretofore made or granted of the

T 2

premises,

premisses, or of any part or parcel thereof, to have and
 to hold the said scite, &c. and the said Messuage or
 tenement called the B. the said tenement called the C.
 and all and every other the said messuages, lands, tene-
 ments, meadows, feedings, pastures, commons, heredi-
 taments, and all and singular other the premises here-
 in before mentioned, to be remited and released,
 and every part and parcel thereof, with the appur-
 tenances, together with the said estate, right, title,
 interest, use, possession, reversion, remainder,
 property, claim and demand whatsoever of us the
 said I. R. and my heirs, of, in, and to the same
 premisses, and of, in, and to every part and parcel
 thereof, with their appurtenances, unto the said T. C.
 and M. his wife, and to the heirs and assignes of the
 said T. C. to the only proper use and behoof of them
 the said T. C. and M. and of the heirs and assignes
 of the said T. C. for ever: So that neither I the said I.
 R. nor my heirs, nor any of us, nor any other person or
 persons, for us, or any of us, or in the name or names of
 us or any of us, shall or wait at any time or times
 hereafter, ake, claime, challenge or demand to
 have any manner of estate, right, title, interest or
 demand, of, in, or to the scite &c. lands, tene-
 ments, meadows, feedings, pastures, hereditaments,
 and other the premises, or any part or parcel thereof
 with the appurtenances: but that we and every of us
 shall be thereof, and of and from every part and par-
 cel thereof from henceforth utterly barred and exclu-
 ded for ever by these presents, with warranty against
 I. R. and his heirs.

*A Release of a Rent reserved in a pair of Articles
of agreement.*

TO all Christian people to whom &c. W. F. greeting &c. whereas I. H. of, &c. being possessed and mortgaged for divers years yet to come, of, and in divers messuages, lands, tenements and hereditaments, mentioned and contained in one pair of Indentures, dated, &c. had and made between him the said I. H. of the one party, and H. A. of the other party, did by Indenture bearing date, &c. assign and set over unto the said H. A. the said original lease, and all and singular the lands, tenements and hereditaments therein contained, all which the said H. A. hath since by his several grants or assignments, granted, assigned and set over unto G. R. of, &c. to have to him, his executors and assigns, for and during all his estate, title, term, interest and number of years which he had, of, in, or to the premises, as by his several grants or assignments more at large appeareth, to this intent, meaning and purpose; nevertheless, and upon trust and confidence that the same shall be to the use, benefit and behoof of D. N. W. F. and R. M. equally amongst them. And whereas by a certain pair of Articles of agreement indented, bearing date the, &c. made between the aforesaid W. F. on the one party, and the said D. N. of the other party, it was agreed between them the said D. N. and W. F. and the said W. F. did for him, his executors, administrators and assigns, covenant, grant and agree, to, and with the said D. N. his executors and assigns, that he the said D. N. his executors or assigns, should or might, at all time and times from
thence.

raiments in L. in the said County of E. in the said Indenture mentioned; upon condition nevertheless, that if T. R. &c. his Executors or Assigns, any of them, did well and truly pay, or cause to be paid to me the said J. O. my Executors or Assignes, the sum of 2000 pound of, &c. at, or, &c. on the Feast-day of, &c. without fraud or coven, that then, and at all times from thenceforth, the said Indenture of assignment made by the said M. C. and every covenant, grant, article and thing therein contained, should determine and be utterly void, and of none effect, and then also, &c. *reciting, the Covenant verbatim as in the assignment*, as in, and by the said Indenture of assignment to me made by the said M. C. amongst divers other Covenants, clauses, articles and agreements therein contained, more at large it doth and may appear. Now know ye, that I the said J. O. have had and received, and by these presents do testify, acknowledge and declare, to have received and had of the said T. R. at and upon the said Feast-day of, &c. in the said proviso or condition in the said recited Indenture of assignment mentioned, the sum of 2000 l. &c. according to the tenor and purport of the said proviso or condition in the said recited Indenture contained, of which said sum of 2000 l. so by me received, as is aforesaid, and of every part and parcel thereof, I the said J. O. do acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, and of all and all manner of interest, title and demand, in, or to the premisses, or any of them, do clearly exonerate, acquit, and for ever discharge the said M. C. and T. R. and either of them, their and either of their heirs, executors and administrators, and every of them by these presents. *In witness, &c.*

London.

A Release of a Manor.

TO all Christian people to whom this present writing shall come, I. R. greeting, &c. Know ye, that I the said I. R. for divers good causes and considerations me in this behalf specially moving, have remised, released and quit claimed, and by these presents do for me and my heirs remise, release, and for ever quit claim unto T. G. and M. his wife, in their full and peaceable possession and seisin being and to the heirs and assignes of the said T. G. to the only proper use and behoof of them the said T. G. and M. and of the heirs and assignes of the said T. G. for ever, all the estate, right, title, interest, use, possession, reversion, remainder, property, claim and demand whatsoever, which I the said I. R. have or had, or that I, my heirs or assignes, or any of us at any time or times hereafter shall have, or may, might, should or ought to have or claim, of, in, and to all that the scite of, &c. *recite the land as in the Indenture of bargain and sale* : and of, in, and to every part and parcel thereof, and of, in, and to the reversion and reversions whatsoever, of all and singular the premises herein before mentioned to be remised and released, and of every part and parcel thereof with the appurtenances : and of, in, and to all and singular woods, under-woods and trees growing or being, of, in, or upon the premises, or any part or parcel thereof : and of, in, and to the ground and soile of the same woods, under-woods and trees : and of, in, and to all and singular the rents and yearly profits whatsoever, reserved upon any demise, lease or grant heretofore made or granted of the

T 2

premises,

premisses, or of any part or parcel thereof, to have and to hold the said scite, &c. and the said Messuage or tenement called the B. the said tenement called the C. and all and every other the said messuages, lands, tenements, meadows, feedings, pastures, commons, hereditaments, and all and singular other the premiles herein before mentioned, to be remised and released, and every part and parcel thereof, with the appurtenances, together with the said estate, right, title, interest, use, possession, reversion, remainder, property, claim and demand whatsoever of me the said I. R. and my heirs, of, in, and to the same premisses, and of, in, and to every part and parcel thereof, with their appurtenances, unto the said T. C. and M. his wife, and to the heirs and assignes of the said T. C. to the only proper use and behoof of them the said T. C. and M. and of the heirs and assignes of the said T. C. for ever: So that neither I the said I. R. nor my heirs, nor any of us, nor any other person or persons, for us, or any of us, or in the name or names of us or any of us, shall or wait at any time or times hereafter, ake, claime, chalenge or demand to have any manner of estate, right, title, interest or demand, of, in, or to the scite, &c. lands, tenements, meadows, feedings, pastures, hereditaments, and other the premisses, or any part or parcel thereof with the appurtenances: but that we and every of us shall be thereof, and of and from every part and parcel thereof from henceforth utterly barred and excluded for ever by these presents, with warranty against I. R. and his heirs.

*A Release of a Rent reserved in a pair of Articles
of agreement.*

TO all Christian people to whom &c W. F. greeting, &c. whereas I. H. of, &c. being possessed and mortgaged for divers years yet to come, of, and in divers messuages, lands, tenements and hereditaments, mentioned and contained in one pair of Indentures, dated, &c. had and made between him the said I. H. of the one party, and H. A. of the other party, did by Indenture bearing date, &c. assign and set over unto the said H. A. the said original lease, and all and singular the lands, tenements and hereditaments therein contained, all which the said H. A. hath since by his several grants or assignments, granted, assigned and set over unto G. R. of, &c. to have to him, his executors and assigns, for and during all his estate, title, term, interest and number of years which he had, of, in, or to the premises, as by his several grants or assignments more at large appeareth, to this intent, meaning and purpose; nevertheless, and upon trust and confidence that the same shall be to the use, benefit and behoof of D. N. W. F. and R. M. equally amongst them. And whereas by a certain pair of Articles of agreement indented, bearing date the, &c. made between the aforesaid W. F. on the one party, and the said D. N. of the other party, it was agreed between them the said D. N. and W. F. and the said W. F. did for him, his executors, administrators and assigns, covenant, grant and agree, to, and with the said D. N. his executors and assigns, that he the said D. N. his executors or assigns, should or might, at all time and times from
thence.

thenceforth during the said term, have and enjoy to his only use and behoof, all the estate, title, term, interest, number of years, use and commodity whatsoever, which he the said W. F. his executors, administrators or assigns, had, should or might have, of, in, or to one full third part, in three parts to be divided of all and singular the premises, and all the estate, title, term, interest, use, benefit, number of years and commodity which he the said W. F. hath, of, in, or to the premises, or any part thereof: in consideration whereof, the said D. N. his executors, administrators or assigns, should yearly pay, or cause to be paid unto the said W. F. his executors, administrators or assigns, 200 l. during the said term: the same to be paid, &c. *as in the articles of agreement*: as by the same articles of agreement may appear. Now know ye, that the said W. F. for and in consideration of the summe of 2000 l. &c. to him in hand at and before the enfeoffing and delivery of these presents by the said D. N. well and truly paid, doth by these presents for him, his heirs, executors and administrators, freely, clearly and absolutely acquit, discharge, grant, remise, release, and for ever quitclaim unto the said D. N. his heirs, executors and administrators, the said yearly rent or summe of 200 l. of, &c. so as aforesaid mentioned, reserved or covenanted to be paid in and by the said articles of agreement, as aforesaid, and all and every the covenants, conditions and agreements touching the same rent, and also all and all manner of actions, suits, cause and causes of actions and suits, trespasses, reckonings, rents arrears of rents, accompts, executions, summes and summes of money and demands whatsoever, which at any time heretofore ever he the said W. P. hath or had, or that he,

he, his heirs, executors or administrators, or any of them, at any time or times hereafter can or may have, claim or challenge to have, to, for, or against the said D. N. his heirs, executors or administrators, or any of them, for, or by reason of the said yearly rent of 200 l. or any of the articles or agreements concerning the same, or any of them, or any other the covenants, in the said several writings contained, or either of them: And further know ye, that the said W. F. doth by these presents remise and release unto the said D. N. his executors and administrators, all and all manner of other actions, sues and demands whatsoever, which at any time heretofore he hath had, or at any time hereafter shall or may have, to, or against the said D. N. his executors or administrators, for, or by reason of any other matter, cause or thing whatsoever, from the beginning of the world until the, &c. day of, &c. In witness, &c.

A Release of a condition in an Indenture of bargain and sale, with the Proviso recited.

TO all Christian people to whom, &c. T. C. and R. W. &c. greeting, &c. whereas the said T. C. and R. W. by their Indenture of bargain and sale bearing date, as well for, and in consideration of the summe of 1000 l. &c. then in hand paid to E. E. by M. B. for twenty shillings of, &c. paid unto the said T. C. and R. W. and for divers other good causes and considerations them thereunto especially moving, did bargain, sell, enfeoffe and confirm unto the said M. B. his heirs and assignes for ever, all that their Park of N. &c. verbatim, as is the

Indenture of bargain and sale, as by the same recited Indenture, amongst divers other grants, covenants, provisoes, clauses and agreements therein contained, more plainly and at large it doth and may appear: in, and by which said Indenture before recited, there is a condition or proviso contained in these words, or to this effect following, that is to say: provided always, that if the said M. B. &c. recusing the proviso or Covenant truly. Now know ye, that we the said T. C. and R. W. for divers good and reasonable causes and considerations, us in this behalf specially moving, have remised, released and quit-claimed, and by these presents do for us & our heirs, remise, release, & do for ever quit-claim unto the said M. B. being in his full and peaceable possession & seisin of the premisses, and to his heirs and assigns to the only use and behoof of him the said M. B. his heirs and assigns for ever, the said proviso and condition, and all and every article, matter & clause concerning the same; and all the estate, right, title, interest, claim, condition, entry, benefit and demand, and every of them whatsoever, which we the said T. C. and R. W. or either of us, have or hath, or may or ought to have or claim, of, in, or to the said Park called N. lodges, lands, tenements, meadows, feedings, pastures, woods, under-woods, waters, fishes, fishings, waste-ground, hereditaments, and all and singular other liberties, profits and commodities whatsoever mentioned, or expressed or intended to be granted bargained or sold, in, or by the said recited Indenture dated, &c. and of, in, and to every part and parcel thereof with the appurtenances, so that neither we, &c. as in other before with warranty as aforesaid.

A Release of an Annuity.

TO all Christian people to whom, &c. A. B. greeting, &c. whereas the said A. B. by his deed, &c. reciting the grant of annuity. Now the said A. B. in consideration, &c. hath granted, remised, released, and quit claimed, and by these presents doth grant, remise, release and for ever quit-claim unto the said R. Q. being the true and lawful owner of the said Mannor of R. and in possession of the same at the enscaling and delivery heretof, the said annuity or yearly rent of thirteen pounds, &c. and all the arrearages thereof if any be, and all the estate, right, title, interest, benefit, claim and demand whatsoever of him the said A. B. in and to the said annuity or yearly rent of 13 l. or an arrearage, distress or distresses, entry or forfeiture had or taken, or which may or can be had, taken or claimed, for, concerning, or by reason of the said annuity or yearly rent, or arrearages thereof, if any be. In witness, &c.

A Release of the condition and other covenants in an Indenture of mortgage, with a confirmation from the mortgager to the mortgagee.

THIS Indenture made the, &c. between Sir H. H. &c. of the one party, and R. H. and G. L. of the other party. Whereas the said Sir H. H. by one Indenture bearing date, &c. as well for, and in consideration of the summe of 400 l. then already paid unto the said H. H. before the enscaling and delivery

delivery of the said Indenture, as also for, and in consideration of the summe of 1000 l. &c. to be paid unto the said H. his executors or assignes, at such day, time and place, and in such manner and form, as in the said recited Indenture dated, &c. were set down and expresse, hath given, granted, bargained, sold, confirmed, and delivered unto the said R. L. and G. L. their heirs and assigns for ever, all that the Mannor or Lordship of E. in the County of L. &c. as in the Indenture: And sithence the said Sir H. H. and R. his wife, have levied a fine of the said Mannor or Lordship, Messuages, Lands, Tenements, and of other the premisses, or of the greatest part thereof, unto the said R. L. and G. L. and to the heirs of one of them: and sithence a recovery in and by a writ of entry *per disseisin le post*, hath been had of the premisses, or of the most part thereof against the said R. L. and G. L. who voucheth therein to warranty the said H. H. who thereupon entered into the warranty, and vouched over to warranty the common voucher, in, and by all things, according to the usual order and form of common recoveries with double voucher for assurance of lands and tenements, which recovery hath been executed by writ of *Habere facias seisin*, accordingly which said fine and recovery, and all other fines and recoveries whatsoever, sithence the date of the said Indenture had, levied or suffered, by, or between any of the said parties to the same Indenture, or any of them of the premisses, or of any part or parcel thereof, were had, levied and suffered, to the onely use of the said R. L. and G. L. and their heirs, upon the condition contained in the same Indenture, and according to the intent and true meaning of the same Indenture, dated the said first day of, &c. and to no other use, intent or purpose.

pose. In which said Indenture dated the said first day of, &c. there is a proviso or condition contained in these words, or to this effect following: that is to say, *Provided always &c. reciting the proviso.* And in which said recited Indenture dated the said first day of, &c. there is a covenant contained in these words, or to this effect following; that is to say, and the said R. L. and G. L. do covenant and grant, &c. *reciting the covenant, that the mortgagee may have and receive the issues of the lands mortgaged till the day of payment, &c.* And in which said recited Indenture dated the said first day of, &c. there is also contained a covenant in these words, or to this effect following, *v.z.* in consideration whereof the said R. L. and G. L. for themselves, their heirs, executors and assigns, and every of them, do covenant and grant, to and with, &c. by these presents That if neither the said H. H. his heirs or assigns, nor any of them, do pay the said summe of 4000 l. &c. to the said R. L. and G. L. their heirs, executors, administrators and assigns, nor to any of them, according to the intent and true meaning of the said proviso or condition before herein mentioned; that then they the said R. L. and G. L. their executors, administrators or assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said H. H. his executors, administrators or assigns, or some of them at the said, &c. the summe of 1000 l. &c. at or upon the second day of, &c. as the residue, and in full satisfaction of the clear and absolute purchase of the said Mannor or Lordship, Lands, Tenements and other the premises, without fraud, coven or further delay, as in and by the said recited Indenture, dated the said first day of, &c. amongst divers other covenants, grants, articles and agreements therein contained,

more

more plainly at large it doth and may appear. Now this Indenture with steth, that the said H. H. for divers good and sufficient causes and considerations him the said H. H. especially moving, hath remised, released, and quit-claimed, and by these presents doth for him and his heirs, remise, release and for ever quit-claim unto the said R. L. and G. L. in their full and peaceable possession and seisin being of the premisses, and to their heirs and assigns, to the only proper use and behoof of them the said R. L. and G. L. their heirs and assigns for ever, the said proviso and condition, and all and every article, matter and clause concerning the same, and all and every the said covenants before herein recited, and every article, sentence and clause concerning the same, and every or any of them, and all the estate, right, title, interest, claim, condition, entry, benefit and demand whatsoever, which he the said H. H. hath, or may, might, should, or ought to have claim, of, in, or to the said Mannor or Lordship of E. mannors, messuages, lands, tenements, rents, reversions, services, &c. and all other profits, liberties, commodities, hereditaments, and other the premisses, with their and every of their rights, members and appurtenances whatsoever, mentioned, or expressed or intended to be given, granted, bargained and sold, in, or by the said recited Indenture dated the said first day of, &c. and of, in, and to every part and parcel thereof with the appurtenances, and all manner of conditions, covenants, articles for conditions broken and demands whatsoever, of, touching, or in any wise concerning the said Mannor or Lordship, Lands, Tenements, and other the premisses, or any part or parcel thereof; so that neither he the said H. H. nor his heirs, or any of them, nor any other person

or persons for him, them, or any of them, or in his or any of their name or names, or in the name or names of them or any of them, shall or will at any time or times hereafter aske, claime, challenge or demand, to have any maner of estate, right, title, interest or demand; of, in, or to the said Mannor or Lordship, and other the premisses, or any part or parcel thereof, other than such estates, terms and interests, as are in the former recited Indenture excepted. But that he, they, and every of them (except before excepted) shall be thereof, and of, and from every part and parcel thereof, from henceforth utterly barred and excluded for ever by these presents: And further, the said H. H. doth for him and his heirs confirm the estate of the said R. L. and G. L. of, and in the said Mannor or Lordship, Messuages, Lands, Tenements and other the Premisses, To have and to hold all the said Mannor or Lordship, Lands, Tenements, and other the premisses, to the said R. L. and G. L. their heirs and assignes for ever, absolutely without any mannes of condition whatsoever, to the only proper use and behoof of them the said R. L. and G. L. their heirs and assignes for ever. And the said H. H. and his heirs, the said Mannor or Lordship, Lands, Tenements, Hereditaments, and all and singular other the premisses, with their and every of their appurtenances, unto the said R. L. and G. L. their heirs and assignes, to the only proper use and behoof of them the said R. and L. their heirs and assignes for ever, against all men, shall and will warrant and for ever defend by these presents: And the said H. H. doth also by these presents, remise, release, and quit-claim unto the said R. L. and G. L. their heirs and assignes
all manner of errors, writs of error *Folter.*

and

and personal demands whatsoever in witness whereof, &c.

An Indenture of allotment of several parts of Lands,

THIS Indenture sextipartite made, &c. Between W. C. on the one part, E. D. and D. his wife on the second part, P. H. and F. his wife on the third part, R. P. and M. his wife on the fourth part, W. C. and E. his wife on the fifth part, and T. L. and F. his wife on the sixth part, witnesseth, That whereas divers and sundry Mannors, Lands, Tenements, Rents, Reversions, Services and Hereditaments, with the appurtenances, late the inheritance of the late Lady I. B. deceased, sometime wife of the Right Honorable Sir E. B. Knight, likewise deceased, scelying and being in divers and sundry Countries, Shires and places within the Territories of England by, and after the death of the said Lady I. B. did lawfully descend and come, and of right ought to descend and come unto the said W. C. and E. D. and D. his wife, P. H. and F. his wife, R. P. and M. his wife, W. C. and E. his wife, T. L. and F. his wife; that is to say, to the said W. C. as Cousin, and one of the co-heirs of the said Lady I. B. that is to say, son of the Lady A. C. deceased, daughter of the said Lady I. B. by G. C. Knight, Lord C. late husband of the said Lady A. now likewise deceased; lawfully begotten, to the said D. C. and D. his wife, in the right of the said D. one other of the daughters and co-heirs of the said Lady I. B. To the said P. H. and F. his wife in the right of the said F. one other of the daughters and co-heirs of the said Lady I. B. To the said R. P. and M. his wife, &c. one other of the daughters,

ters and co-heirs of the said Lady I. B. to the said W. C. and E. his wife, as in the right of the said E. one other of the daughters and co-heirs of the said Lady I. B. and to the said T. L. and F. his wife, as in the right of the said F. one other of the daughters and co-heirs of the said Lady I. B. by reason whereof the said W. C. E. C. & Co. into the said marmor, messuages, lands, tenements and hereditaments, with their appurtenances entered, and were thereof seized in coparcenary: That is to say, the said W. C. in his own right, and the said E. C. R. P. & Co. and their said wives, in the right of their said wives, and they being thereof so seized of their wills, and mutual assent and agreement the seventh day of, &c. last past, before the then sheriff, did make partition thereof in maner and form following; that is to say, they did grant, and indifferently divide and sever all the manors, messuages, lands, tenements and hereditaments, with their appurtenances to them descended and come, as is aforesaid, and which he heretofore possessed into six several parts or shares; and agreed that every of the said six several parts should be severally written and mentioned in a scroule of paper by it self, and that afterwards every of the said six several scroules, of paper, should be by an indifferent man therunto appointed by their mutual assents, severally inclosed and covered, in, and with wax made like little balls of like biggness and weight, so as no man may see any of the scroules, and that then the said little balls of wax should be put in a bonnet, to be kept in the hands of an indifferent man therunto appointed by their mutual assents, and that the said W. C. being heir unto the eldest daughter of the said Lady I. B. or his deputy therunto sufficiently authorized, should first put in his hand into the said bonnet,

and

and should first take and choose out of the same bonnet one of the said balls, and that he should have and hold to him and to his heirs for ever, for his part, portion and purport of the premisses, only those of the said Mannors, Lands, Tenements and Hereditaments, that should be mentioned and written in the scroule inclosed and covered in and with the ball of wax, that he or his said deputy for him shall take and choose : and that the said W. C. having married the said E. being the second daughter of the said Lady I. C. or his deputy thereunto sufficiently authorized, should for him the said W. and the said E. his wife, being the second daughter of the said Lady B. secondly put in his hand, &c. and should secondly take and choose, &c. one other of the said balls; And that the said W. C. and E. his wife, should have and enjoy to them and to the heirs of the same E. for ever, as in the right of the said E. of the premisses only those &c. and that the said P. H. &c. as Mr. C. master, witness and so the other, all which was done accordingly. And the said W. C. putting in his hand first into the said bonnet, and taking and choosing out of the said bonnet one of the six balls, wherein was one of the said six scroules, in which was written and inclosed the Mannor of W. with the appurtenances late of the said Lady I. B. and all the lands, tenements, meadows, feedings, pastures, rents, reversions, services and hereditaments with their appurtenances, which were of the said Lady B. in W. M. and W. H. in the County of, &c. the Mannor of T. &c. And the said W. C. putting in his hand second into the said, &c. the said P. H. &c. the said R. P. &c. the said E. C. by his deputy, &c. the said T. L. &c. Know ye, that the said parties said every of them do and doth by these presents, for him, her, and

and them, and his and their heirs assent to the said partition of the premisses, so between them heretofore made and had as aforesaid; And that every of them doth and do for him, her and them, and his and their heirs accept and take the part, portion and purpart to him, her and them happened and allotted as is aforesaid, in full recompence of his, her and their part, portion and purpart of all the manors, lands, tenements and hereditaments to him, her and them, and any of them descended or come from the said Lady B. And that every of the said parties doth and do for him, her and them, and his and their heirs, ratify and confirme the said portion, and also that every of the said parties doth and do for him, her and them, and for his, her and their heirs ratify and confirme to the other of them and their heirs, the manors, lands, tenements and hereditaments, to the other of them allotted and happened, by vertue of the partition as is aforesaid, as also all the estates and interests which the other of them hath therein; and to the intent that no dissention or variance should hereafter happen or arise betwixt the said parties to these presents, their heirs or assigns or any of them, for, touching or concerning the said Manors, Lands, Tenements and Hereditaments with their appurtenances, or any part or parcel thereof: it is covenanted, granted, condescended, concluded and fully agreed between the said parties to these presents, their Heirs and Assigns in manner and form following, That is to say, first the said W. C. covenanteth and granteth for him, his heirs, executors and administrators by these presents, to, and with the said C. D. and D. his wife, and the Heirs and Assigns of the said D. and to and with the said P. H. and F. his wife, and to the heirs

and assignes of the said F. and to, and with the said R. P. &c. and the heirs and assignes of the said, &c. and to, and with the said W. C. and the said, &c. and to with the said T. L. and the said, &c. severally for their parts, portions and purparts of the Premises : that he the said W. C. his heirs and assignes, and every of them at all times hereafter, and from time to time whensoever he the said W. C. his heirs or assignes, or any of them, shall be thereunto reasonably required by the said E. D. or D. his wife, or either of them, or the heirs or assignes of the said D. for the said part, portion and purpart of the said D. of, and in the premises, and by the said P. H. &c. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. To make, do, acknowledge, and suffer, or cause to be made, done, acknowledged and suffered all and every act and acts, thing and things, for the further and more better assurance and sure making in the Law unto the said E. D. and D. his wife, and to the heirs and assignes of the said D. the said part, portion and purpart of the Premises allotted and fallen unto the said E. D. and D. his wife as is aforesaid; and unto the said P. H. &c. and unto the said R. P. &c. and unto the said W. C. &c. and unto the said T. L. as by the said E. C. and D. his wife, and the heirs and assignes of the said D. or by their or any of their Counsel learned in the Law, and at their or any of their costs and charges in the Law, for their said part, portion and purpart of the Premises, and by the said P. H. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. shall be reasonably advised, devised & required; be it by Fine, settlement, Recovery, with Voucher or Vouchers, Deed or Deeds intolled, the intollment of these presents, release,

release, confirmation, and by all these wayes and means, or by any of them, or otherwise with warranty, or warranties against the said W. C. his Heirs and Assignes onely or without warranty, at the election and pleasure of such as shall require the same as is aforesaid. And that the said W. C. his Heirs and Assignes, shall at all times hereafter from time to time exonerate, acquit, discharge, or otherwise save harmless as well the said E. C. and D. his wife, and the heirs and assignes of the said D. The said P. H. &c. the said R. P. &c. the said W. C. &c. and the said L. L. &c. as also their said parts, portions and purparts of the premises, of, and from all and all manner of former bargains, sales, joyntures, dowers, uses, wills, statutes Merchant, and of the staple, recognizances, judgements, executions, issues, fines, amerzements, intrusions, alienations, without license, rents charges, rents seck, arrerages of rents, and of, and from all other charges, incumbrances and demands whatsoever they be, had, made, or done by the said W. C. the like several covenants, ~~for~~ the rest, one after another, ~~shall~~ And the said W. C. and E. his wife, P. H. and D. his wife, T. L. and F. his wife, covenants and grant for them, their heirs, executors, administrators and assignes by these presents, to, and with the said W. L. C. his heirs and assignes: That if the said Mannor of W. M. shall happen at any time hereafter to be charged, chargeable or extendable, by reason of any ~~Summe~~, recognizance, or otherwise for any summe or summes of money before the said seventh day of, &c. last past, due and payable by any person, or acknowledged by any other than the said W. L. C. That then the said E. L. C. and D. his wife, &c. P. H. &c. R. P. and, &c. W. C.

and assignes of the said F. and to, and with the said R. P. &c. and the heirs and assignes of the said, &c. and to, and with the said W. C. and the said, &c. and to with the said T. L. and the said, &c. severally for their parts, portions and purparts of the Premises: that he the said W. C. his heirs and assignes, and every of them at all time hereafter, and from time to time whensoever he the said W. C. his heirs or assignes, or any of them, shall be thereunto reasonably required by the said E. D. or D. his wife, or either of them, or the heirs or assignes of the said D. for the said part, portion or purpart of the said D. of, and in the premises, and by the said P. H. &c. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. To make, do, acknowledge, and suffer, or cause to be made, done, acknowledged and satisfied all and every act and acts, thing and things, for the farther and more better assurance and sure making in the Law unto the said E. D. and D. his wife, and to the heirs and assignes of the said D. the said part, portion and purpart of the Premises allotted and fallen unto the said E. D. and D. his wife as is aforesaid; and unto the said P. H. &c. and unto the said R. P. &c. and unto the said W. C. &c. and unto the said T. L. as by the said F. C. and D. his wife, and the heirs and assignes of the said D. or by their or any of their Counsel learned in the Law, and at their or any of their costs and charges in the Law, for their said part, portion and purpart of the Premises, and by the said P. H. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. shall be reasonably advised, devised & required; be it by Fine, settlement, Recovery, with Voucher or Vouchers, Dced or Dceds intolled, the intollment of these presents,

release, confirmation, and by all these wayes and means, or by any of them, or otherwise with warranty or warranties against the said W. C. his Heirs and Assignes onely or without warranty, at the election and pleasure of such as shall require the same as is aforesaid. And that the said W. C. his Heirs and Assignes, shall at all times hereafter from time to time exonerate, acquit, discharge, or otherwise save harmless as well the said E. C. and D. his wife, and the heirs and assignes of the said D. The said P. H. &c. the said R. P. &c. the said W. C. &c. and the said T. L. &c. as all their said parts, portions and purparts of the premises, or, and from all and all manner of former bargains, sales, joyntures, dowers, uses, wils, statutes Merchant, and of the staple, recognizances, judgments, executions, issues, fines, amerciaments, intrusions, alienations, without license, tenements, charges, rents seck, arrerages of rents, and of, and from all other charges, incumbrances and demands whatsoever they be, had, made, or done by the said W. C. the like several covenants for all the rest, one after another, *Mutuo mutand.* And the said W. C. and E. his wife, P. H. and D. his wife, T. L. and F. his wife, covenant and grant for them, their heirs, executors, administrators and assignes by these presents, to, and with the said W. L. C. his heirs and assignes: That if the said Mannor of W. M. shall happen at any time hereafter to be charged, chargeable or extendable, by reason of any Statute, recognizance, or otherwise for any summe or summes of money before the said seventh day of, &c. last past, due or payable by any act done, or acknowledged by any other than the said W. L. C. That then the said E. L. C. and D. his wife, &c. P. H. &c. R. P. and, &c. W. C.

and, &c. T. L. and, &c. their Heirs, Executors and Administrators, shall equally at their indifferent charges bear and pay five parts in six parts to be divided of such summe and summes of money, for which the said Mannor of W. M. shall be so charged, chargeable or extendable. In witness, &c.

*An Indenture to avoid the title of Survivorship :
where lands are granted to two by lease.*

291

292

THIS Indenture made, &c. Between, &c. Whereas the said A. B. and C. D. in and by one Indenture of Lease made, &c. do stand and are joyntly interessed and possessed, of, and in all that the Mannor, Lands, &c. for and during, &c. as by the said Indenture at large appeareth. And for as much as both the said parties are willing and desirous, that the survivor or overliver of them, shall not at any time hereafter take any commodity or advantage of the Premisses or any parcel of them by way of survivor or overliver, according to the course and order of the Common Laws of this Kingdom, by reason of the joynt title, estate and interest, which they have in, and to the Premisses, by vertue of the Indenture of lease aforesaid; Therefore it is fully covenanted, concluded, condescended and agreed upon, between the said parties in manner and form following, viz. first, the said A. B. doth, &c. to and with, &c. that if it do fortune or happen the said A. B. to survive and overlive the said C. D. for avoiding the said title of survivor in and to the Premisses, That be the said A. his Executors, admini-

administrators and assignes, shall and will peaceably and quietly permit and suffer the executors, administrators and assignes of the said C. D. being then deceased, to have, occupy and enjoy to their own proper use and uses, and to the proper use of any of them in common or in severalty, immediately after the death of the said C. at his or their will and pleasure, all that the moiety, part and purpart of the said C. in and to the premisses, and every of them into two equal parts to be divided, during the residue and remainder of years of the term of years above mentioned, which then at the death of the said C. shall be to come and unexpired without the let or disturbance of the said A. his executors or assignes; the title of Survivor, of, and in the Premises, in any wise notwithstanding: and also the said C. D. doth covenant, &c. to, and with A. B. &c. for avoiding of the said title of Survivor in the Premises; that if it do fortune or happen the said C. to survive and over-live the said A. B. that he the said C. D. *ut supra mutui.* And the said A. B. doth covenant, &c. to and with, &c. in manner and form following, viz. That he the said A. his Executors, administrators or assignes, or one of them shall pay the moiety and one half of the said yearly rent of, &c. unto the said T. B. his heirs and assigns in the Indenture of Lease fore-mentioned, and also shall bear and discharge halfe of all the covenants, reparations and charges wherein contained, which on the part of the said A. B. and C. D. are to be observed and done in the said Indenture of Lease comprised. And further that the said A. B. his Executors or Assigns, shall well, truly and safely keep the said Indenture of lease unsurrendered, uncanceled, undisposed and whole to the de-

sees, saving and preservation as well of the interest, title and term of the said C. B. as also of the title, interest and term of the said C. D. in and to the premisses, during the term aforesaid, the like covenant for C. D. *mutat. imo and.*

An Indenture where two have a joint estate upon Covenants, that either of them may have an equal part in the land or money at, taking no benefit by Survivorship.

THIS Indenture made, &c. between A. B. on the one part, and C. D. on the other part, witnesseth, that whereas E. F. by a certain Indenture dated, &c. for the consideration therein expressed, did fully and clearly a gain, sell, give and grant unto the said A. B. and C. D. their Heirs and Assignes for ever, All that Mannor, &c. as it is recited in the sale unto the *habendum* (when say, with divers other covenants, grants and articles therein contained, amongst which there is a certain proviso contained, and by the same proviso it is provided and agreed, that if the said E. F. (re- cise the proviso) as by the same Indenture it doth and may appear; And for as much as by the order of the Common laws of this Nation, if either of the said A. B. or C. D. should fortune to decess before payment of the said summe, or if default be made in payment of the said summe of, &c. Then as well the said summe of, &c. should wholly remain to the survivor, &c. and for default of payment thereof, the Survivor and his Heirs, should wholly possesse the said Mannor, &c. according to the re- nure of the said Indenture, to the only use of the

the said Survivor and his Heirs, contrary to the true meaning of the said parties; for avoiding of with inconveniences, and to the intent, that either of the said parties, his Heirs, Executors and Administrators shall be duly answered of the Premises accordingly, it is therefore covenanted and agreed between the said parties to these presents, and the said A. B. doth covenant and grant for him, his Heirs, Executors and administrators by these presents, to, and with the said C. D. his heirs, executors and administrators in form following, that is to say, that if the said E. F. his executors, administrators or assigns do pay, or cause to be paid to the said A. B. or his heirs the said summe of 200 l. at the day and place limited for payment thereof in the said Indenture: That then the said A. B. his executors or assigns, shall not only pay or cause to be paid to the said C. D. his heirs, executors or assigns within one month next after the day of payment of the said summe, the summe of one hundred pound, being the moiety of the said two hundred pound, but also shall deliver or cause to be delivered unto the said E. F. his heirs or assigns all such evidences, as he or his assigns shall have received by force of the said former Indenture, and thereof shall acquit and discharge the said C. D. his heirs, executors or assigns and further that the same A. B. his executors or assigns, shall not at any time hereafter, do, know, ledge, cause, procure or suffer to be done any act or acts, deed or thing whatsoever, which shall or may in any wise debarre, avoid, delay or hinder the tenour, strength, form or effect of the same Indenture, or any covenant, grant or article contained in the said Indenture, or of any assurance, estate or conveyance to be made of the Premises

or any parcel thereof to the said A. B. and C. D. or either of them, their Heirs or Assigns, or of any bond made or to be made for the performance of any of them, without the consent and agreement of the said C. his Heirs or Assigns, first obtained in writing for the same. And further, the said A. B. covenanteth and granteth, &c. that if the default be made in payment of the said sum of two hundred pound by the said E. F. his Executors and Assigns, in part or in all contrary to the form aforesaid: That then the same A. B. and C. D. and their heirs shall stand and be seized of, and in the moiety and one half of the premisses to the use of the said C. D. and of his Heirs and Assigns for ever; and that he the same A. B. and his Heirs, and all other claiming by him at all times after, shall do and suffer to be done all such acts and deeds, thing and things in the Law as shall be advised, devised and required by the said C. D. his Heirs or Assigns, or the learned council, &c. for the better assurance of the same, &c. to the said C. D. &c. with warranty against A. B. and his Heirs, discharged of incumbrances done by him or any claiming by him, &c. And the said C. D. doth covenant and grant, *ut supra mutar. mutand. & c.* In witness, &c.

An Indenture of partition

THis Indenture made, &c. Between, &c. Witnesseth, that whereas the said R. B. and T. B. hold jointly for term of certain years yet during the Parsonage of F. in the County of Y. and all houses, stable, &c. Take the words of the lease, thereto in any wise belonging or appertaining of the demise and grant of one W. C. &c. yielding therefore year-

ly

ly unto R. W. &c. or his Assignes fifty five pound of, &c. at two termes of the year equally during the said tenure, as by the Indenture thereof bearing date, &c. more plainly may appear. Now the said parties by the advice of honest friends, and with their full and whole consent and agreement, have made devision and partition between them of the said Parsonage tithes, and other the Premisses in manner and form following, viz. that the said R. P. shall have the one equal moiety or half part of all the said Parsonage house, glebe lands, tithes, and other the Premisses in full recompence of his due part and portion of, and in the same. And that the said T. B. shall likewise have the other moiety or half part of the said Parsonage, and of all and singular the premisses in full recompence of his due part and portion of and in the same, To have and to hold, to either of the said parties, their Executors and Assigns severally, as is above said from the day of the date hereof, unto the end of the said term of years yet to come. And also it is agreed, covenanted and granted between the said parties, that the said yearly rent of fifty five pound, to be due to the said R. W. or his Assigns, and other charges shall be equally paid and borne between the said R. P. and T. B. their Executors or Assigns, tenants of the said Parsonage, and other the Premisses from time to time during the said term, viz. either of them their part and portion allotted as is aforesaid : And for the true meaning, performance, and keeping of all and singular the said portions, covenants, condicions, payments, agreements and articles, either party bindeth himself, his Heirs, Executors and Administrators, to the other in these presents, in the sum of 20 l. of, &c. In witnesse, &c.

An Indenture where three have purchased land jointly, that upon sale thereof all summes of money shall be equally divided between them.

THis Indenture made, &c. Between T. B. of the first part, and A. K. of London on the second part, and E. D. of London Gent. on the third part, whereas the said parties before the date hereof, jointly together at their equal costs and charges have paid, disbursed and laid out divers summes of money for the full, clear and absolute purchase of, &c. *Recite the land*, the estate whereof remaineth in the said E. and one M. D. Gent. at the day of the date hereof, to be assured to such person or persons as the said, &c. shall name or appoint. Now this Indenture witnesseth, that it is fully covenanted, granted, condescended and agreed between the said, &c. and every of them covenanteth and granteth for himself, his Heirs, Executors and Administrators, to, and with the other his Heires, Executors and Assignes, That the whole benefit, commodity and profit, and the summe and summes of money, which at any time hereafter shall be had or received, arising, coming, growing and remaing, of, for or concerning the said lands before expressed and specified, and every part and parcel thereof by the said, &c. or any of them, or any of their Heirs, Executors, administrators and Assignes, or any of them, or any other person or persons, by their or any of their means or procurement, shall be equally and indifferently distributed between every of them the said, &c. in such sort, as every of them, their and every of their Heires,

Heirs, Executors, Administrators and Assignes shall have their equal part and portion, without any manner of fraud or covin; And also it is further agreed between the same parties, that in case any of them happen to decease at any time hereafter, that then the benefit and profit of the Premises, shall be to the use of the Heirs, Executors, and Assignes of him or them so deceased, in such and the like manner, as if he or they had been alive, and that no advantage or benefit shall be received or taken by any of the parties, for or by reason of any survivorship; And moreover it is fully agreed between the said, &c. that they nor any of them, shall at any time hereafter bargain, sell, grant, convey, assure or alien, nor suffer to be conveyed or aliened, by, or from them or any of them the said Messuages, Lands, Tenements, Hereditaments and premises, or any part or parcel thereof, or his or their estate, right, title or interest, of, in, or to the same or any of them, to any person or persons whatsoever, unless it be, by, and with the consent, privity, knowledge or agreement, of such of the said other parties to these presents, as then shall be living, under his or their hands and seals in writing first had and obtained. In witness, &c.

An Indenture, where a Lease is granted to three joynt-Lessees, that every of them is to pay his part of the rent, and equal parts in the charges of repairing, and other charges.

THIS Indenture tripartite made, &c. Witnesseth, that whereas the said parties are and stand possessed, of, and in the Messuage, Tenement or Inn called the Ship, set, lying and being in the Parish

Parish of, &c. and of one field, &c. and of, in, and all and singular houses, buildings, barnes, stables, shops, sellers, sollers, waft-grounds, entries, issues, wayes and all other commodities, rents and profits to the same belonging or appertaining, that is to say, every of them a full third part of all and singular the Premisses into three equal and even parts to be divided, for, and during the several termes hereafter mentioned, that is to say, for and during the term of fourteen years mentioned and granted, in, and by a certain Indenture of lease bearing date, &c. made by one M. N. &c. to the said A. B. of, and touching the Premisses, which term did commence at the Feast of, &c. then last past, before the date of the same Indenture: And for, and during the term of thirty years mentioned and granted, in, and by the letters patentes of our, &c. under the great seal of *England* bearing date, &c. granted by our said, &c. unto, &c. of and in the Premisses; as by the said Indenture of lease and letters patentes aforesaid more at large appeareth. It is now covenanted, granted, concluded and agreed, by and between the said parties to these presents, and every of them; and every of them doth severally covenant and grant, to and with the other of them severally by these presents, that they and every of them, and the Executors, Administrators and assignes of every of them, for his, her and their, and every of their parts, shall not onely well and truly content and pay, or cause to be contented or paid, the full third part and portion of all and singular such yearly rents as are reserved, in, and by the said Indenture of lease and letters patentes aforesaid, and either of them at the dayes, times and place limited and appointed for the payment thereof, and that from time to time, for, and

and during the said several estates and terms of years before mentioned; but also shall at all times hereafter, and from time to time, for, and during the terms aforesaid, pay, bear, allow and disburse the full third part and portion of all such summe and summes of money, and other charges whatsoever as shall grow due or payable, or be convenient or necessary to be borne or paid for the reparations of the premises, or for the recovery or defence of the title thereof, or of any parcel thereof: and shall also condescend and agree to all and every such account, suit, and other act and acts, which shall be necessary or convenient to be attempted, prosecuted or done for, touching and concerning the premises, or any parcel thereof tending to the profit or benefit of the said parties, and shall not do, procure, or cause to be done, any act or acts, thing or things, whereby or by reason whereof the estate, interest or title of the said parties, or any of them, shall, or in any wise may be impaired, hindered, determined or avoided, except it be by, and with the assent, consent and agreement of the other of them in that behalf first had and obtained. And further the said A. B. doth covenant, &c. that the said C. D. his executors and assigns, and every of them shall have, occupy, use and enjoy all such easements, wayes, liberties and passages, and shall quietly have free egress, ingress and regress into and from the said Inne, tenement, field and other the Premises, for the using and occupying a full third part of the Premises, without let or disturbance of the said A. B. his executors, administrators and assigns, in such manner and form as the said M. N. hath heretofore had, occupied, used and enjoyed the same Premises: The like covenant to E. F. and the

the like from C. D. to A. B. and E. F. and the like from E. F. to A. B. and C. D. *mutat. mutand. & tanq.* In witness, &c.

The Grant of a Keepership of a Park.

TO all Christian people to whom this present writing shall come, I A. B. send greeting, &c. Know ye, that I the said A. B. for, and in consideration of the good and faithfull service by my Servant E. R. to me heretofore done and hereafter to be done, have given and granted, and by these presents do give and grant unto the said E. R. the office of Keeper of my Park at Y. called B. Park, in the County of C. and also his habitation and dwelling in the Lodge belonging to the same Park, with the going and pasturing of one Gelding, and six Kine yearly within the same Park: And further know ye, that I the said A. B. have given and granted, and by these presents do give and grant to the said E. R. allowance of meat and drink for himself within my house at Y. aforesaid daily and yearly at all times, and by so long space as any hospitality or household shall be kept there: To have and to hold, occupy, exercise and enjoy the said Office of Keeper, and other the premises unto the said E. R. for term, and during the life natural of the same E. R. together with all manner of fees, rewards, vails and advantages, to the same Office belonging, incident or appertaining: And furthermore, know ye, that I the said A. B. have given and granted, and by these presents do give and grant unto the said E. R. for the exercising of the said office of Keeper, so long as he shall truly and faithfully exercise the same, one annuity or annual rent of four pounds of, &c. to have, hold, perceive, and

and enjoy the said annuity or yearly rent, to the said E. R. and his assignes, from the, &c. during the life natural of the said E. R. at the two terms of the year, &c. viz. &c. by even portions yearly to be paid, by the receiver of my rents and revenues, the Steward of my house or such other Officer for the time being, as I shall appoint for the payment of the rest of my Servants their wages yearly. In witness, &c.

A Deputation of a Bayliff or Receiver.

TO all Christian people, &c. *A. B.* Bayliff and Collector of the rents, tarmes and revenues of, &c. Mannors of *G.* and *E.* and of all and singular lands, tenements, courtesies, liberties, fines, issues, amerciements, reliefs, heriots, ~~prises~~, ~~estrayes~~, and other possessions and hereditaments whatsoever to the said Mannors belonging, with their members and appurtenances in the County of, &c. parcel of the lands and possessions of *W.* late *M.* of, &c. sendeth greeting, &c. Know ye that I the said *A. B.* have constituted, deputed and appointed, and by these presents do, &c. *C. D.* of, &c. to be my lawfull and sufficient deputy, for me, and in my behalf to occupy and exercise the said Office of Bayliff, and Collector, and to exercise, execute, accomplish, receive, and do, and cause to be exercised, executed, accomplished, received and done all and every such act and acts, thing and things, as in, about, touching or concerning the said Office, shall be necessary or requisite to be done, to have, hold, exercise and enjoy the said Office unto the said *C. D.* as deputy of me the said *A. B.* for, and during the will and pleasure of me the said *A. B.* in as ample manner and form,

as I the said A. B. ought or might exercise, execute, receive, accomplish, and do in the same if I the said A. B. were might or should be present at the exercising, executing, accomplishment, receiving or doing thereof. In witness, &c.

The grant of a Stewardship, or keeping of Courts.

THIS Indenture made, &c. Between, &c. A. S. of S. in the County of S. Gent. of the one party, and R. K. of L. in the County of B. Gent. of the other party: Witnesseth, That whereas our said, &c. that now is, by, &c. letters patents under the seal of, &c. Court of Exchequer, bearing date at Westminster the, &c. day of, &c. in the, &c. year of, &c. hath amongst divers other things therein contained, assigned and appointed the said A. S. to the office and offices of Steward, and Keeper of Courts and Leets of the Mannor of L. and also of the Mannor of B. in the County of S. during, &c. pleasure, as by the same letters patents, amongst divers other things therein contained, more plainly appeareth. Now the said A. S. for divers good causes and considerations him in this behalf specially moving, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said R. K. to be his deputy, to exercise and execute the said office and offices of Stewardship and keeper of courts and leets of the said Mannors, and to seize and take all heriots, and to take and receive all profits of courts and leets which are or shall grow due within the said Mannors or any of them, to have, enjoy, hold, exercise and occupy the same office and offices, to the foresaid R. K. during the will and pleasure of the said A. S. and to receive, perceive and take the

wages, fees, allowances, profits and commodities heretofore of right, due, accustomed, belonging and appertaining: and the said R. K. doth covenant, promise and grant for himself, his executors and administrators by these presents, to and with the said A. S. his executors, administrators and assigns, and every of them, in manner and form following, viz. that he the said R. K. his executors and assigns, shall and will from time to time, well and truly pay or cause to be paid unto the said A. S. his executors or assigns, all such wages, fees, allowances, summe and summes of money, heriots, profits of courts and leets, and other profits and commodities, as for or in respect, or by reason of the said office and offices of Stewardship or keeping of courts and leets within the said Mannor, as every or any of them shall grow due or payable, or as he the said R. K. by reason or in respect of the exercising or executing thereof, shall from time to time receive, perceive, take or make; and also that he the said R. K. shall nor nor will nor at any time or times hereafter do, commit or suffer to be done any manner of act or thing whatsoever, which shall or may be in any wise prejudicial or hurtfull to the said Letters patents before mentioned, or the said A. S. his deputy or deputies, in exercising or executing the said Patent, or any the office or offices of Stewardship, or keeping of courts or leets, or any power or authority thereby given or granted, or any thing therein contained. In witness, &c.

*A Licence for a Buck and Doe, during the life of the
Grantee.*

WE E. D. &c. for divers good causes and respects us moving, have given and granted, and by these presents for us and our heires, do give and grant unto our well-beloved servant C. D. our Secretary, during his life one Buck of season in Summer, and one Doe of season in Winter, to be had, taken, hunted and killed at, and within our Park of B. in the County of W. either with dog or bows by the same C. D. or his assignes, at his or their free liberty, choyce and pleasure, during his said life: wherefore we will and command you and every of you, our keeper or keepers there, or your deputy or deputies for the time being, upon the sight hereof, or of the true copy hereof signed by the proper hand of the said C. D. that you and every of you, do peaceably and quietly permit and suffer the same C. D. and his assignes during his said life yearly, from henceforth to have, kill, and take at, or within our said Park, the said Buck in summer, and the said Doe in Winter, according to the tenor of this our gift and warrant dormant, any restraint or commandment heretofore had, made or given to the contrary hereof notwithstanding; And this our Warrant, signed and sealed with our proper hand, shall be unto you and every of you a sufficient warrant and discharge against us and our heirs at all times in this behalf. Given under our seal and sign manual, &c.

A Condition to cure a disease, & to repay the money.

THe Condition of this Obligation is such, That whereas the within named A. B. the day of the date within written, have delivered and given the within bounden C. D. the summe of eight pound in consideration, that the said C. D. should on this side, and before the third day of, &c. next coming after the date within written, cure and make whole the said A. B. of the disease or diseases wherewith the said A. B. is now grieved. It therefore the said C. D. do before the said third day of, &c. next, well and sufficiently, and safely cure and make whole the said A. B. of the said diseases; and also in case the said A. at any time after, and before the Fourth day of, &c. next following, be grieved or vexed with the said diseases or any part thereof, or that the said disease or any part thereof, do before the said Fourth day of, &c. issue or grieve upon any part of the body of the said A. B. then if the said C. D. his executors or assigns within twenty dayes next after the said Fourth day of, &c. do well and truly repay or cause to be repaid unto the said A. B. his executors, administrators or assigns, the said sum of eight pound without fraud or covin, then, &c.

Not to sell Lands had by Marriage,

THe Condition, &c. That if neither the within bounden A. B. his heirs, executors, administrators nor assigns, nor any of them, do at any time or times hereafter, give, grant, bargain, sell, demise, let, set, or otherwise do away all or any of the Lands Tenements, Woods, Under-woods, Possessions or Mercediments, or any part or parcel there-

of, which he the said *A. B.* now hath and enjoyeth, and is possessed of at this present day, by reason of a marriage late had and solemnized between him the said *A. B.* and *I.* now his wife, &c. lying and being in the Towns, Parishes, Hamlets and Fields of *S.* and *H.* in the County of *C.* or elsewhere within the Kingdom of *England*, to any manner of person or persons, without the special licence, will, consent, and agreement of the within named *C. D.* his executors or assigns first had and obtained in writing for the same: That then, &c.

To assure a summe of money in consideration of a Marriage.

THe Condition, &c. That whereas the within bounden *A. B.* intendeth by Gods grace shortly to marry, and take to his wife one *C. D.* sister of the within named *E. F.* of the said *A. B.* do by his last Will and Testament, or otherwise without any fraud or covin, in case the said *C. D.* shall after marriage had between them survive the said *A. B.* lawfully give and assure to the said *C. D.* the summe of five hundred pound, &c. or else goods and chattels to the value or worth of, &c. over and besides such chains, bracelets, jewels and apparel, which the said *C. D.* shall fortune to have at the day of the death of the said *A. B.* which said summe of five hundred pound, or else the said goods and chattels, which then shall be worth the said summe of five hundred pound, and the said chains, bracelets, jewels and apparel, the said *C. D.* her executors, administrators and assigns, shall and may at all times from the day of the death of the said *A. B.* peaceably, quietly and lawfully have, use, give, set and enjoy, at her and their pleasure, without any
let

let or interruption of the said C. B. his executors, administrators or assigns, or of any other person or persons by his or their means, assent or procurement : That then, &c.

To assure an estate.

THe Condition, &c. that if the within bounden A. B. and C. D. his wife, and either of them and their heirs (at the proper costs and charges in the Law of the said E. F. his heirs and assigns, at all times within the space of two whole years next ensuing the date hereof, do make, assure and convey, or cause to be made and conveyed unto the said E. F. and his heirs, or to such other person or persons and their heirs, as the said E. F. and his heirs shall name and appoint to his and their proper uses and behoofs, such a good, lawful, sufficient and perfect estate or estates, assurance or assurances in the Law, of, and in all the lands, tenements and hereditaments whatsoever, with the appurtenances both free and copy, which late were G. F. deceased father of the said E. F. ser, lying and being in B. in the County of C. be it by deed or deeds enrolled, fine, settlement, recovery, surrender or surrenders, release with warranty against the said A. B. and C. his wife and either of them, and their heirs, as by the learned council of the said E. F. his heirs or assigns, shall be reasonably advised or devised, the same premises then to be clearly discharged, of, and from all former bargains, sales, gifts, grants, and all other charges, titles, troubles and incumbrances whatsoever they be, had made or done by the said A. B. and G. his wife or either of them in the mean time. That then, &c.

That the Lessee shall not carry away any Wainscot or Windows at the end of his Lease.

THe Condition, &c. That whereas the within named A. B. by his Indenture of Lease bearing date, &c. hath demised and to farm letten unto the within bounden C. D. all that tenement with the appurtenances, &c. now in the occupation of the said C. D. for the term of certain years yet enduring, as by the same Indenture more plainly may appear. It therefore the said C. D. &c. do not at the end of the term of years mentioned in the said Indenture of Lease before recited, carry away any of the Wainscot, Seales and Cupboards standing and being in the, &c. or the Keyes and Locks being upon the Doors and Cupboards of Wainscot aforesaid of and within the said Tenement, nor take away any of the Windows now standing, appending or appertaining to the said Tenement, but do permit and suffer them there to remain at his departure in as good case as now they are, reasonable, wearing only excepted. That therof, &c.

The Oblige to pay money for Wares delivered in trust, to another that shall make default of payment.

THe Condition, &c. That whereas the within named A. B. hath delivered upon trust to one C. D. certain Wines amounting to the summe of, &c. and given him day of payment for the same, &c. until the Feast of, &c. if in case the said A. B. his executors, administrators or assigns, do not before or at the said Feast of, &c. pay or cause to be paid unto the said A. B. his executors, &c. the said sum of, &c. but shall make default of payment thereof

thereof or of any part thereof: Then if the within bounden E. F. and G. H. or either of them, or the executors, administrators or assigns of them or of either of them, do well and truly content and pay or cause to be paid to the said A. B. his executors, &c. the said sum of, &c. or so much thereof, as at the said Feast of, &c. shall happen to be behind and unpaid, That, &c.

To deliver writings to be cancelled at a day certain and place.

THE Condition of this, &c. That if the within bounden A. B. his executors, administrators or assigns, do before the second day of, &c. next coming after the date within written, deliver or cause to be delivered to the within named C. D. his executors, administrators or assigns, at or within, &c. all such Indentures, Leases, Counterparts of Indentures and Writings, as he the said A. B. or any other by his delivery hath or have, touching the Mannors of, &c. which were made and written before the Eleventh day of, &c. last past without Fraud or Collusion: That then, &c.

To save one harmless for delivery of an Indenture.

THE Condition, &c. That whereas the within named A. B. hath the day of the date within written delivered unto the within bound C. D. one Indented bearing date, &c. made from E. F. to G. H. of, &c. of certain Lands in, &c. If therefore the said C. D. his heirs, &c. do at all times hereafter, and from time to time discharge, save and

keep harmless the said A. B. his heires, &c. against G. S. of, &c. and all and every other person and persons whatsoever, of, for, or concerning the delivery of the said deed, and of, for, and concerning all manner of matters and indemnities, which may by any means acrew and be unto or against the said A. B. &c. for, or by reason of the same: That then, &c.



*A Letter of Attourney irrecoverable to receive a debt
as a bond with covenant not to release, &c.*

TO all Christian people to whom these presents shall come E. A. of, &c. in the County of, &c. Shoemaker, sendeth greeting in our Lord God everlasting: Whereas I. D. of, &c. in the County of, &c. widow, and N. D. sonne of the said I. of, &c. in the said County Shoemaker, by their bill obligatory bearing date the, &c. day of, &c. do stand bounden to me the said E. in the summe of, &c. for the payment of the summe of, &c. upon the, &c. day of, &c. next ensuing the date of the said bill obligatory, at, or in the then dwelling house of the said E. A. situate in, &c. aforesaid, which said bill obligatory is become forfeited: know ye therefore that I the said E. do by these presents authorize, constitute and appoint my well beloved friend I. E. of &c., aforesaid Butcher; my
lawful

lawful Attorney irrevocable for me, and in my name to sue, arrest, attach, prosecute, condemn and imprison the said I. D. and N. D. or either of them, and her, his or their bodies, goods and cartels in execution to take, and out of execution to deliver, either upon satisfaction by composition or otherwise, at the will and pleasure of my said Attorney; acquittances or any other discharges to seal and deliver, Attorney, or Attorneys, to make Councillor or Councillors, to retain, and the same again to revoke, and generally and particularly all and every other matter and thing requisite, necessary or behoofeful to execute, prosecute, do and perform, or cause to be so done and performed as fully and largely, as I myself, might or could do, being personally present without any account thereof to be yielded unto me, my executors or assigns; and whatsoever my said Attorney shall do or cause to be done in, about or concerning the premises, I do by these presents ratifie, confirm and allow the same, and also do covenant with and by my self to my said Attorney not to revoke, disallow, discontinue, deny or be nonsuited, in, or otherwise to do any thing that may be hurtful, prejudicial, or any bar or let therein or thereunto by any means whatsoever. In witness whereof I the said E. A. have hereunto set my hand and seal, the, &c. day of, &c.

*Sealed and delivered in
the presence of*

*A Letter of Attourney from two Executors of a Bond,
 & sent to a judgement to a Creditor of the Testator.*

ALL men shall know by these presents, That we T. D. Gent and R. M. Gent, Executors of the last Will and Testament of T. H. late of, &c. in the County of, &c. Esq; deceased, have made, constituted, ordained, and in our place and steads have put, and by these presents do make, constitute, ordain, and in our places and steads, doe put, our trusty and well beloved in Christ, M. F. Widow, late the Wife of T. F. late of, &c. Gent deceased, our true and lawful Attourney, for us and in our names and steads, but to her own use to ask, demand, receive and take of Sir H. I. late of, &c. in the County of, &c. the debt due and payable unto the said T. H. in his life-time, by virtue, force, or reason of one Obligation or Writing Obligatory, bearing date the, &c. day of, &c. of the penal Summe of Two hundred Pounds conditioned for the Payment of One hundred seven Pounds ten Shillings upon the Feast of, &c. then next following, as in and by the said Obligation and Condition thereof may appear: And whereas the said T. H. obtained a judgement against the said Sir H. for Two hundred Pounds debt upon the said Bond, besides damages or costs of suit: Know ye further, That we the said T. D. and R. M. have authorized and given power, and by these presents do authorize and give power unto the said M. for and in our names, but to her own use to take execution or any other Process upon or by reason of the said judgement against the said Sir H. his heirs, ex-

ecutors

ceutors or administrators or any of them, or against his, their or any of their Lands, Tenements, Goods, Cattels and Chattels or any of them, and with him, them or any of them to compound or agree at her will and pleasure for the same, and the benefit and profit thereof to her own use, to receive and take; and him the said Sir H. to sue, arrest, implead and imprison, and out of prison to set at large, discharge and release at her will and pleasure, and all and every other thing and things, which in or about the obtaining or getting of the said debt and damages, or any part or parcel thereof shall be needful or necessary to be done, to execute and do in as large, ample and beneficial manner and form to all intents and purposes, as we the said T. D. and R. M. may, can, might, could, should or ought to do by virtue, force and reason of the said recited Obligation or Writing Obligatory or the Condition thereof, or by virtue, force or reason of the said judgement thereupon had. In witness whereof we have hereunto set our hands and seals the, &c. day of, &c.

*Sealed and delivered in the
presence of, &c.*

*A Letter of Attorney of a mans estate in general,
in consideration of several debts and Engage-
ments.*

TO all to whom these presents shall come, I F.
G. of, &c. in the county of, &c. in
Ireland, Merchant, send greeting, Where-
as I am indebted unto R. G. my Brother in the
sum

summe of five and fifty pounds, and he and B. G. one other of my brothers shall stand engaged for several summes of money, the proper debts of me the said F. G. and have already paid for me the summe of thirty pounds. Now know ye that I the said F. G. for and towards the payment and satisfaction of the said moneys, and for divers other good considerations me thereunto moving, have granted, assigned, bargained and sold, and by these presents do freely and absolutely grant, assign, bargain and sell unto the said R. G. and B. G. all and all manner my goods and chattels, debts, moneys and all other things of mine whatsoever, as well real as personal, of what kind, nature or quality the same are, be, or shall be found, or otherwise wheresoever within the Kingdom of Ireland or territories, to have and to hold the same and every part and parcel thereof, unto the said B. G. and F. G. their executors, administrators and assigns, for ever, to the only proper use of them, their executors, administrators and assigns for ever. In witness whereof I have hereunto set my hand and seal the, &c. day of &c.

*Sealed and delivered in
the presence of*

*A Letter of Attourney of several summes of money
due from one person.*

KNow all men by these presents, that I F. G. of, &c. in the County of, &c. Merchant, for divers good and valuable considerations me thereunto especially moving, have made, assigned, con-
stituted.

stituted and ordained, and by these presents do make, assign, constitute and ordain W. L. of London Taylor, my true and lawful Attorney, in my name, but to the only proper use of him the said W. L. his executors and administrators, to demand and receive all such summe and summes of money as are due or owing to me from E. K. of, &c. in the County of, &c. clothier, any manner of ways: howsoever, and for default of payment to sue arrest, attach, implead, condemn and imprison the said E. K. and his body, goods and chattels in execution to take, and out of execution to deliver either upon satisfaction composition or otherwise at the will and pleasure of my said Attorney, acquittances or any other discharges in my name to seal and deliver; Attorney or Attorneys one or more under him the said W. L. to make, and substitute and revoke: and generally to do, and execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the premises shall be needful or expedient, as fully and effectually and in as large and ample manner, to all intents and purposes, as I the said F. G. might or could do personally, without any accompt thereof to be yielded to me, my executors or assigns; and whatsoever my said Attorney shall do or cause to be done, in, about or concerning the premises, I do by these presents ratify, confirm and allow the same. In witness whereof I have herunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

A Short Bill of Debt from one to one.

KNow all men by these presents, That I B. G. of, &c. Barber-Chirurgion, do owe unto M. R. of, &c. Gent. the Summe of Four and twenty pounds of lawful money of *England* to be paid to the said M. his executors, administrators or assigns, on the, &c. day of, &c. now next ensuing the date hereof, to the which payment well and truly to be made at the time aforesaid, I bind me, my heirs, executors and administrators unto the said M. R. his executors and administrators in the Summe of Forty pounds of Lawful money of *England* firmly by these presents. In witness whereof, I have hereunto set my hand and seal, the, &c. day of, &c.

*Sealed and delivered in
the presence of*

*An Assignment of certain Debts, with a Letter of
Attorney to receive them.*

KNow all men by these presents, That I F. G. of, &c. in the County of, &c. in *Ireland*, Merchant, for divers good and valuable considerations me thereunto especially moving, have granted, assigned and set over unto my Brothers B. G. and R. G. all such debts and summes of money, bills, bonds and specialities which are owing from, or remain in the hands of L. T. of, &c. aforesaid, Yeman, and all such other debts and summes of money which are due and owing to me from any person or persons, inhabiting
within

within the Kingdom of Ireland or elsewhere : and I the said F. G. have likewise assigned, constituted and ordained, and by these presents do assign, constitute and ordain the said R. G. and B. G. and either of them, jointly and severally my true and lawful Attorney and Attorneys in my name, but to the only proper use of them the said R. and B. G. their executors and administrators, to demand and receive the said debts and summes of money, and for default of payment, to sue, arrest, attach, condemn and imprison the said debtors, and their bodies, goods and chattels in execution to take; and out of execution to deliver, either upon satisfaction by a composition or otherwise at the will and pleasure of my said attorneys, acquittances, or any other discharges in my name to seal and deliver ; attorney or attorneys one or more under them the said R. and B. G. to make, substitute and revoke ; and to do and execute whatsoever act or thing shall be needful or expedient in or about the premises as fully and in as large manner to all intents and purposes, as I the said F. G. might or could do personally, without any accompt thereof to be yielded to me, my Executors or Assignes : and whatsoever my said Attorneys shall do or cause to be done, in, about, or concerning the premises, I do by these presents ratifie, confirm and allow the same. In witness whereof ; I have hereunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

A Grant of the next donation of a Benefice.

TO all to whom this present Writing shall come,
 I A. B. of C. in the County of D. Gent. send
 greeting. Know ye that I the said A. B. the un-
 doubted Patron of the Parish Church of E. in the
 County of F. for good considerations me there-
 unto moving, have given and granted, and by
 these presents do give and grant unto G. F. of
 L. in the County of K. Gent. the first and next ad-
 vocation, nomination, donation, collation, presen-
 tation, and free disposition of the aforesaid rectory
 of E. in the said County of F. with all his rights,
 members and appurtenances whatsoever, when it
 shall be void either by death, resignation, or
 otherwise. In witness whereof, &c.

F I N E

Handwritten text, possibly a signature or name, in cursive script.

Handwritten text, possibly a signature or name, in cursive script.

Handwritten text, possibly a signature or name, in cursive script.

Handwritten text, possibly a signature or name, in cursive script.

Handwritten text, possibly a signature or name, in cursive script.